



**REQUEST FOR PROPOSAL (RFP)
FOR
DESIGN AND ENVIRONMENTAL SERVICES FOR THE
ALBERT PARK RESTROOMS AND ADA IMPROVEMENTS PROJECT**

September 30, 2019

Introduction

The City of San Rafael (City) hereby requests proposals from qualified engineering and/or architectural Consultants for design, environmental clearance, and construction support services for the Albert Park Restrooms and ADA Improvements Project. The final product sought is construction contract documents including plans, specifications and cost estimates ready for bid. This project may require the expertise of a multi-disciplined team consisting of architects, civil, environmental, and other required disciplines to complete the full range of required services.

Proposals shall be submitted by firms that have a capable and demonstrable background in the type of work described in the section entitled “Scope of Work” of this notice. In addition, all interested firms shall have sufficient, readily available resources, in the form of trained personnel, support services, specialized Consultants and financial resources, to carry out the work without delay or shortcomings.

Background

Albert Park, located at 155 Andersen Drive, is a baseball field complex constructed in 1950. For the past 70 years, this field has served the community for many events and activities, and most notably serves as home field of the San Rafael Pacifics, an independent, professional minor-league baseball team. Located near Downtown San Rafael, Albert Park is key to the identify and small-town feel of San Rafael.

Due to its age, many elements of Albert Park do not comply with current ADA regulations. To this end, the City desires to install new family-style, ADA compliant restrooms created from existing storage space located underneath the bleachers, and directly adjacent to the existing restrooms. Additional ADA improvements, including but not limited to, a wheelchair lift, accessible path of travel/sidewalk, disabled parking, and curb ramp, if necessary, are shown in the site map as Attachment 1.

Anticipated Schedule

- | | |
|----------------------------------|----------------------------------------|
| ○ Proposals due to Public Works | See the “Proposal” section of this RFP |
| ○ Consultant Interviews | None Planned |
| ○ Award Contract by City Council | December 2019, subject to change |
| ○ Notice to Proceed | January 2020 |

Scope of Services

The City is seeking consulting services for the following tasks:

Task 1: Project Management and Coordination

1. The Consultant shall be responsible for providing all contract management and quality control services throughout the duration of the project. The Consultant shall deliver a high-quality product within budget and on schedule.
2. The Consultant shall meet periodically with the City to discuss the project. When appropriate, conference calls may take the place of meetings.

Assumptions:

- Coordination meetings are expected to take no more than 1-hour and may generally be held via conference call. It is anticipated that coordination meetings will be held 2-3 times per month, or as needed.

Deliverables:

- Project Schedule and updates
- Meeting agendas and minutes for all design and coordination meetings

Task 2: Architectural/Engineering Design

The Consultant design team shall develop scope and fee for the tasks described below such that a single set of well-coordinated contract documents can be issued for bid and application for building permits.

1. The consultant shall produce 30% conceptual plans as well as 60% and 90% plans, specifications, and estimate (PS&E) submittal packages for City review.
2. The consultant shall prepare final bid documents incorporating all comments from previous reviews. Final plans shall be plotted electronically to PDF in 22"x34" size and shall be signed by the engineer and/or architect in responsible charge licensed in the State of California and ready for advertisement.
3. The schedule of items shall address all items of work as specifically as possible and shall indicate as precisely as possible the quantities.
4. The Consultant shall provide a detailed cost estimate in the format of the schedule of bid items. The 60%, 90%, and 100% cost estimates shall include line items for construction inspection (based on the number of working days for the construction contract), materials testing, and any necessary special inspections required by the City's building permit.
5. The plans shall be drawn using AutoCAD 2014, or a more recent version. If a different drafting software is proposed, the Proposal shall identify this software.
6. Technical specifications shall be written in a format acceptable for this nature and type of work to be performed. The City will complete its boilerplate template in-house.
7. The Consultant shall prepare structural calculations to support or substantiate the structural design for the restrooms. This should be a separate line item on the fee proposal should this item of work not be required by Community Development.

8. All work necessary to pull a building permit, or any other type of permit, is included in this scope of services. The Consultant is hereby made aware that the Planning Division of the Community Development Department will not review the drawings as this project is exempt from additional review. As such, the Consultant need not include any effort associated with coordination with the design review board, Planning Commission, etc.
9. The Consultant shall perform all utility coordination, if required, to ensure the project is constructible. Utility coordination may include adjustment of boxes/valves, relocation of facilities, etc. The Consultant shall coordinate and work with City staff to locate underground utilities for water, sewer, and storm drain when necessary. The Consultant shall request facility maps from private utility companies and map underground/aerial utilities on the construction drawings no later than the 65% design level submittal.

Assumptions:

- Topographic survey for the limits of the project will be City-furnished, a copy of which is provided as Attachment 2.

Deliverables:

- 30%, 60%, and 90% PS&E submittals in electronic (PDF, AutoCAD, Word, & Excel) format
- A letter report summarizing review comments and the resolution of the review comments
- Final bid documents in electronic format

Task 3: Environmental Compliance and Permitting

1. The Consultant shall prepare appropriate California Environmental Quality Act (CEQA) documents and any associated technical studies required to clear the project for construction.
2. The Consultant shall be responsible for preparing, submitting and obtaining all required regulatory permits (if necessary) and environmental documentation required by State, local, and jurisdictional agencies needed to ensure this project is cleared for construction.
3. All environmental documents shall be prepared in preliminary and final draft stages for City review and shall incorporate any comments made during the preliminary document review.
4. The Consultant shall attend any meetings required to obtain CEQA approval, including attendance at a City Council meeting if necessary.

Assumptions:

- None

Deliverables:

- Preliminary and final permit applications (if necessary) for submittal by the City
- Preliminary and final CEQA documentation

Task 4: Public Outreach and Stakeholder Coordination

Public Outreach

The Consultant shall assist the City in making the community aware of this project. Work may include the following:

1. The Consultant shall define project parameters, clarifying and addressing concerns, and communicating the importance and purpose of the proposed project. This may be

accomplished through formal community meeting or informal meet-and-greet sessions in public venues (e.g., community center or local shopping center).

Stakeholder Coordination

The Consultant shall coordinate with stakeholders as needed and directed by the City. Stakeholders may include, but not be limited to, San Rafael Pacifics, local schools, Downtown Business Improvement District; homeowner associations; and Chamber of Commerce. The Consultant shall consider the number and location of any meetings associated with this task.

Assumptions:

- City personnel will be available to attend meetings
- Meeting locations and costs associated with meeting processes shall be covered by the City and/or reimbursed to the Consultant.
- The City shall provide an updated list and contact information of relevant stakeholders from readily available sources.

Deliverables:

- Information and presentation materials for meeting(s) to include PowerPoint presentations, flyers/handouts, and exhibits.
- Meeting agendas and minutes (with listed action items)
- Public feedback documentation

Task 5: Final Bid Phase and Bid Phase Support

1. The Consultant shall respond to questions concerning the plans, specifications, and estimates prior to bid opening and prepare contract addenda, if required.
2. The Consultant shall assist in the review construction bids received and make a recommendation to the City for award of construction contract.
3. If a pre-bid meeting is held, the Consultant shall attend.

Assumptions:

- The Consultant's budget shall cover up to three addenda.

Deliverables:

- Prepare contract addenda, if required, for distribution by the City, including answers to bidder's questions
- Prepare recommendation to the City for the award of the construction contract
- Attend pre-bid meeting

Task 6: Construction Support Services (Optional Task and may be awarded by the City Council at the time a construction contract is awarded to a contractor)

1. The Consultant shall attend regularly scheduled construction meetings (in person or via telephone), including the pre-construction meeting, to respond to questions concerning the plans, specifications and estimates. It is assumed that many of these meetings will be on site or at Public Works. When possible, and with City approval, conference calls may be acceptable. These meetings will be independent of those discussed under separate tasks identified elsewhere in this RFP.

2. The Consultant shall be available to be called to the site in response to questions arising from the progress of the work.
3. The Consultant shall review all material submittals and shop drawings as required by the Technical Specifications.
4. The Consultant shall respond to Request for Information (RFIs) from the contractor when called for by the City and prepare modifications or revisions that are related to the project's original scope and character.
5. The Consultant shall assist the City in preparation of contract change orders, if necessary.
6. The Consultant shall participate in the final walk through of the constructed project and assist in the preparation of "punch list" items in need of work.
7. The Consultant shall prepare record drawings following construction from mark ups by the contractor and the resident engineer. Submittal of record drawings shall be on 22"x34" PDFs.

Deliverables:

- Attend meetings/conference calls during construction, which includes the pre-con meeting with contractor
- Response to RFIs, material submittals, and shop drawings from the contractor
- Plan revisions that are related to the project original scope and character
- Review contract change orders, if requested by the City
- Meeting agendas and minutes
- Record drawings following construction

City Responsibility and General Assumptions

The following is assumed for this scope of services:

1. Answering non-technical questions during advertisement period of this RFP. Clarification offered by the City to one Consultant shall be distributed to all known participants at the City's discretion.
2. Reviewing all Consultants' deliverables and providing comments in a timely manner.
3. Any City-owned utility underground maps and any existing information in the possession of the City necessary to complete the design. As-built plans for Albert Park field are included herein as Attachment 3.

Payment and Cost Estimate

The method of payment to the successful proposer shall be on a time and materials basis with a maximum "not to exceed" fee, as set by the proposer in his/her Proposal, as being the maximum cost to perform all work. This figure shall include direct costs, including labor, overhead, profit, and expenses, such as, but not limited to, transportation, communications, subsistence, materials, and any subcontracted items of work. Progress payments will be based on actual hours and contract hourly rates charged to the project on a monthly basis.

The Fee Proposal shall be submitted with the Proposal in a separate PDF email attachment. Inclusion of the Fee Proposal inside the Proposal is grounds for rejection of the Proposal. The City reserves the right to

negotiate profit with the Consultant. The Fee Proposal shall include a breakdown of how the Fee was developed, including the number of man-hours by tasks, classifications of staff, billing rates, and all incidental charges, including subconsultants fees.

Each invoice submitted to the City for payment shall contain a brief description of the work billed on that invoice, total billed to date, total paid to date, and amount remaining.

Proposal

The Proposal shall be a letter proposal which is concise, well organized, and demonstrate an understanding of the Scope of Services as outlined in this RFP. Proposals shall be limited to no more than fifteen (15) one-sided pages (8½"x11", or 11"x17" for fold-out drawings), inclusive of cover letter, scope, and resumes. Do not submit references, organizational charts, graphics, pictures, photographs, dividers, or front and back covers. Proposal submittals shall consist of one (1) PDF emailed per the requirements below and one (1) PDF to include the fee proposal to be negotiated.

At a minimum, Proposals shall include:

1. Proposals must be received no later than **2:00 PM, local time, on November 6, 2019**, at hunter.young@cityofsanrafael.org.
2. Cover letter signed by the person authorized to negotiate a contract for proposed services with the City on behalf of the Proposal team. The cover letter must state that the sample Professional Services Agreement is acceptable as-is.

The Consultant shall be aware of the following:

- All requests for clarification for this RFP must be made in writing at least 96 hours prior to the due date as set forth in this RFP. Consultants shall contact Hunter Young at the following email address: hunter.young@cityofsanrafael.org.

The City will only respond to written questions from Consultants. The City cannot respond to verbal questions submitted by telephone or in person. All addenda will be posted on the City's Web site. By submitting a Proposal, the proposer affirms that they are aware of any addenda and have prepared their Proposal accordingly. No allowances will be made for a proposer's failure to inform themselves of addenda content. A link to the addenda may be accessed at <https://www.cityofsanrafael.org/projects-out-to-bid/>.

The City reserves the right to revise the RFP prior to the indicated due date. The City may consider extending the due date for RFP due to significant revisions to Scope of Services.

Special Conditions

- Professional Services Agreement
The Consultant selected to provide the scope of services shall use the City of San Rafael's standard Professional Services Agreement. A copy of the template of this agreement is provided as Attachment 4. Submittal of a Proposal is acceptance of the Professional Services Agreement. Contractually required insurance coverage and endorsement information is shown in the body of the document.
- Reservations
This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for work.

Attachments

1. Site map and photos of Albert Park showing location of proposed improvements
2. Copy of City-furnished topographic survey
3. As-built drawings of Albert Park
4. City of San Rafael *Professional Services Agreement* Template (subject to change by the City Attorney's office, if necessary)

Thank you for your interest in contracting opportunities with the City of San Rafael.

Sincerely,

A handwritten signature in blue ink that reads "Hunter Young". The signature is written in a cursive style with a large, stylized 'H' and 'Y'.

Hunter Young
Senior Civil Engineer

Attachment 1 – Site Map





Disabled parking stall - reconstruct to make ADA compliant using PCC pad.



Approximate location of door for one ADA compliant, family-style restroom. Similar restroom on opposite side of the bleachers as well.

Location of new wheelchair lift.

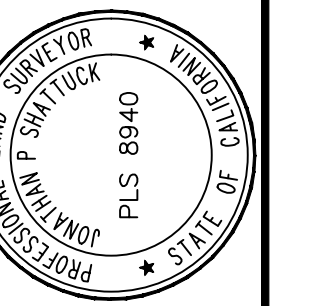


Location of new wheelchair area for watching games.

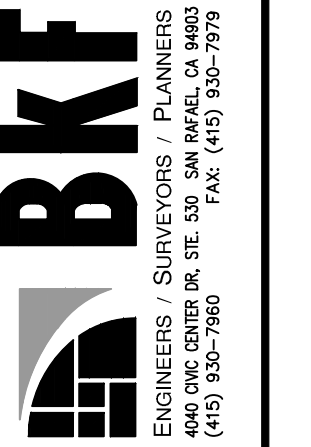


Location of new wheelchair lift.

Attachment 2 – Topographic Survey



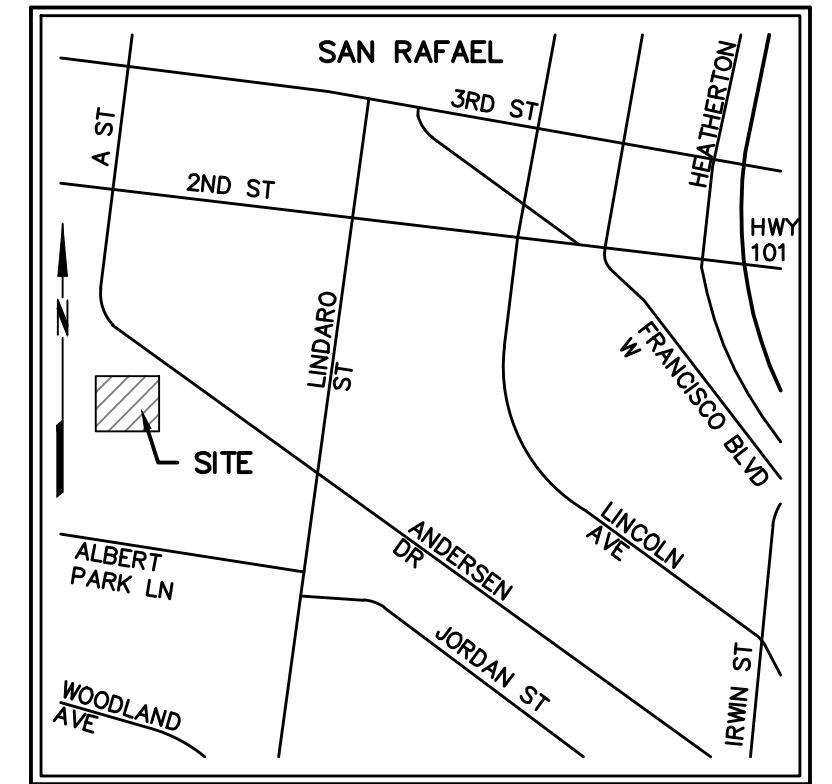
JONATHAN P. SHATTUCK PLS 8940



ALBERT PARK
019-061-56
50 ALBERT PARK LN, SAN RAFAEL, CALIFORNIA
TOPOGRAPHIC MAP

No.	Revisions

Date: SEP 2019	No.
Scale: AS SHOWN	
Design: N/A	
Drawn: MDK	
Approved: JAK	
Job No: 20190588	
Drawing Number:	



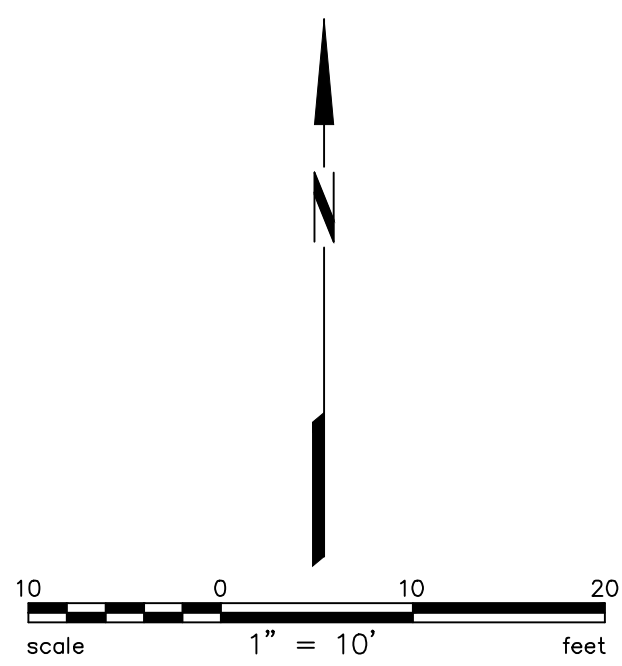
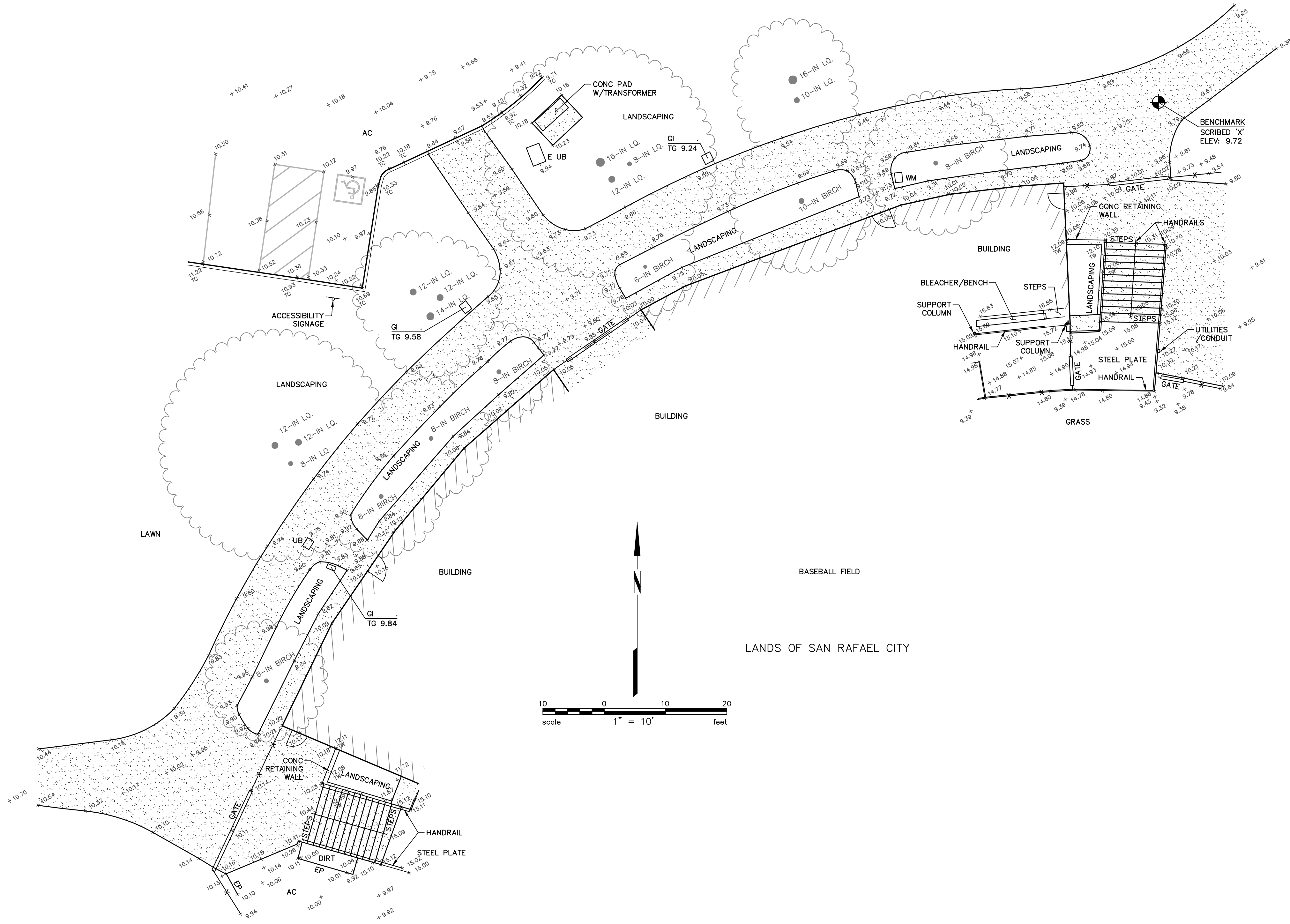
VICINITY MAP
NOT TO SCALE

SYMBOLS & LEGEND

- EXISTING**
- BENCHMARK
 - SIGN
 - LIGHT POLE
 - TREE
 - FENCE
 - CONCRETE

ABBREVIATIONS

- AC ASPHALT CONCRETE
- APN ASSESSOR'S PARCEL NUMBER
- CONC CONCRETE
- E ELECTRIC
- ELEV ELEVATION
- EP EDGE OF PAVEMENT
- GI GRATE INLET
- LQ LIQUID AMBER
- TC TOP FACE OF CURB
- TG TOP OF GRATE
- TW TOP OF WALL
- UB UTILITY BOX
- WM WATER METER



TOPOGRAPHIC NOTES

UNAUTHORIZED CHANGES & USES: THE PROFESSIONAL PREPARING THIS MAP WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THIS MAP. CHANGES TO THIS MAP MUST BE REQUESTED IN WRITING AND MUST BE APPROVED BY THE PROFESSIONAL.

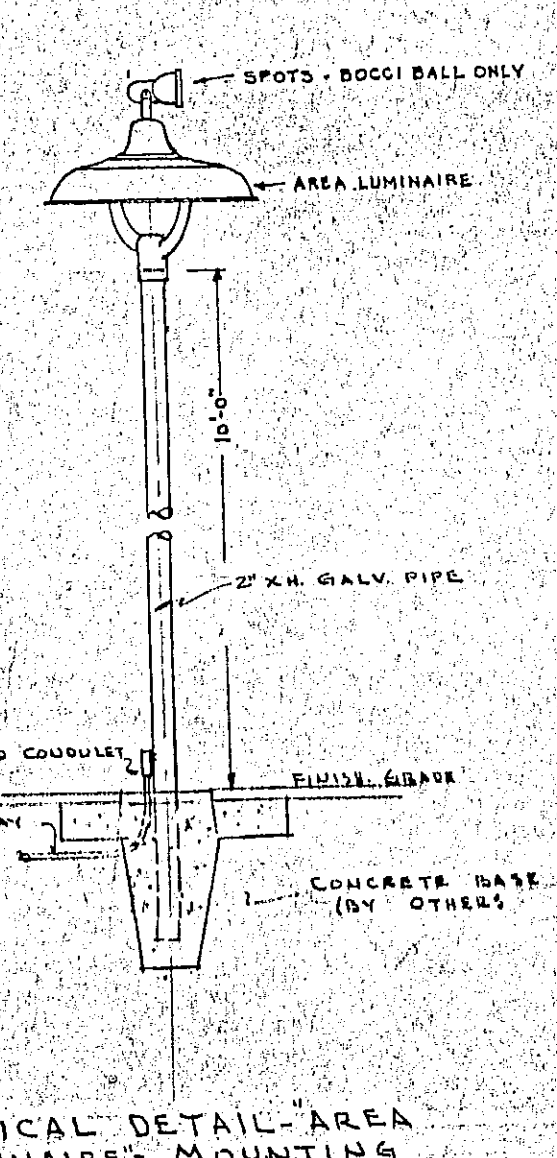
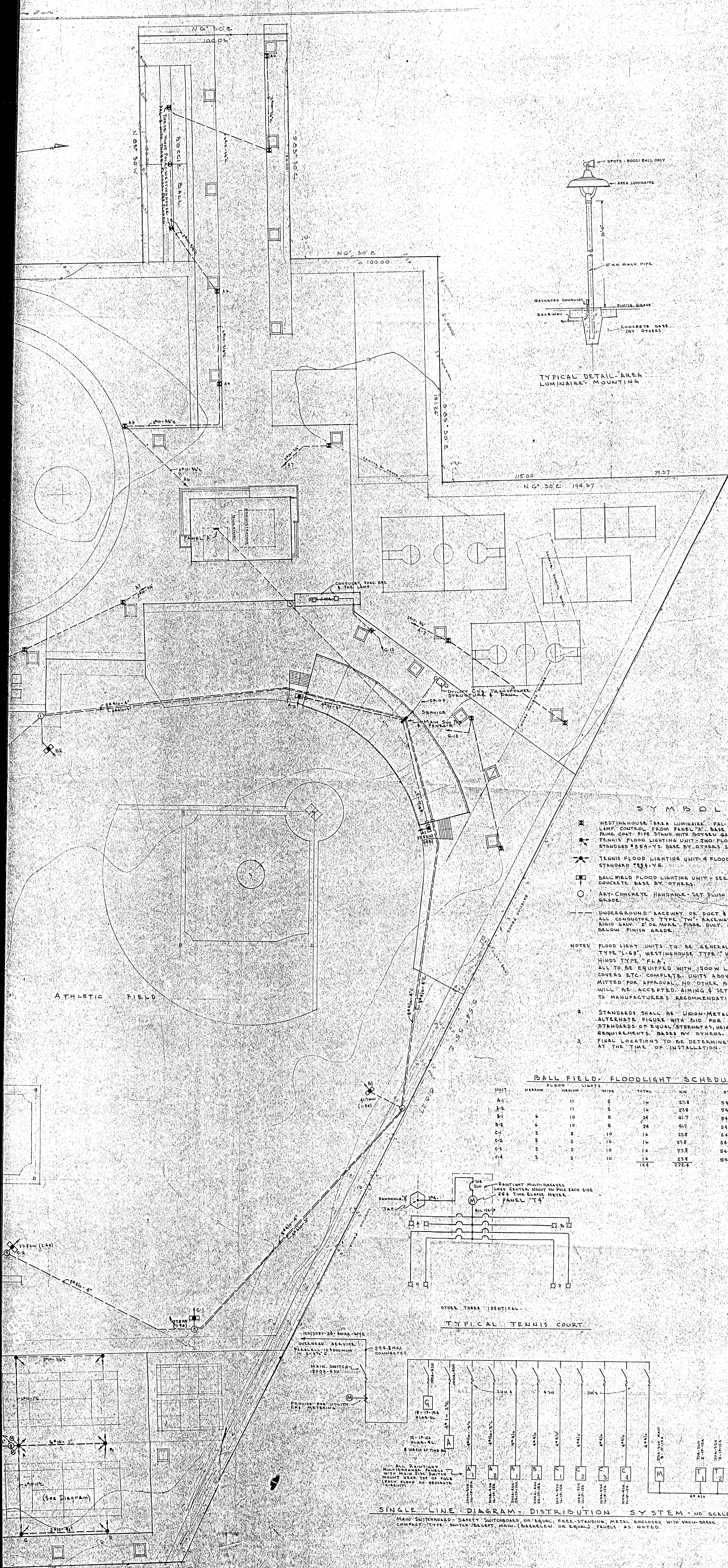
TREE DIAMETERS ARE MEASURED AT CHEST HEIGHT (48"). DRIPLINE DIAMETERS AND TREE SPECIES ARE APPROXIMATE ONLY AND SHOULD BE VERIFIED BY A CERTIFIED ARBORIST.

BENCHMARK: SCRIBED 'X', LOCATION SHOWN HEREON, ELEVATION 9.72 (DATUM NAVD 88 BY GPS OBSERVATIONS UTILIZING THE CALIFORNIA SURVEY & DRAFTING SUPPLY VSN).

FIELD SURVEY DATE: SEPTEMBER 3, 2019.

Attachment 3 – As-Built Plans

B STREET

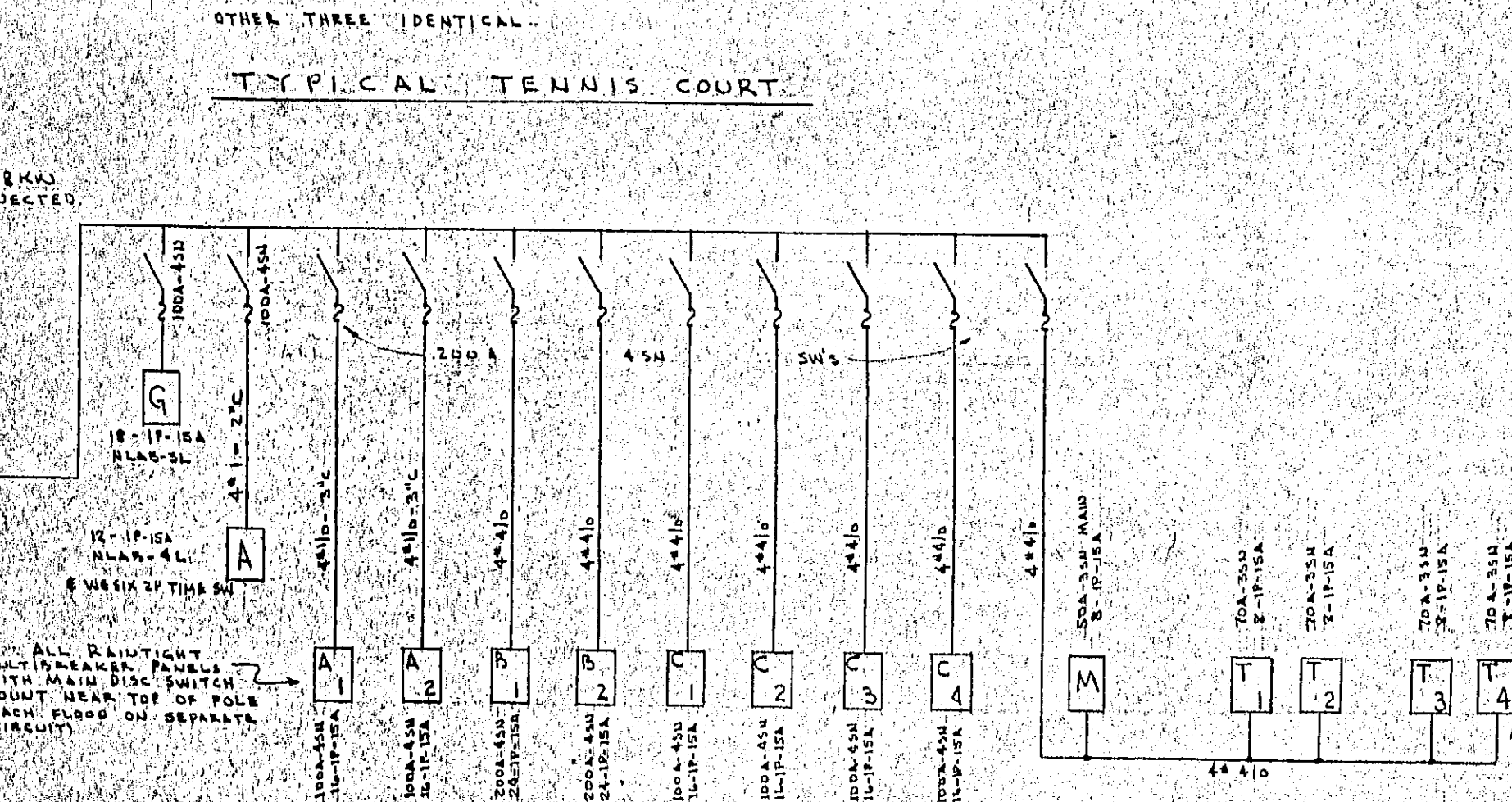
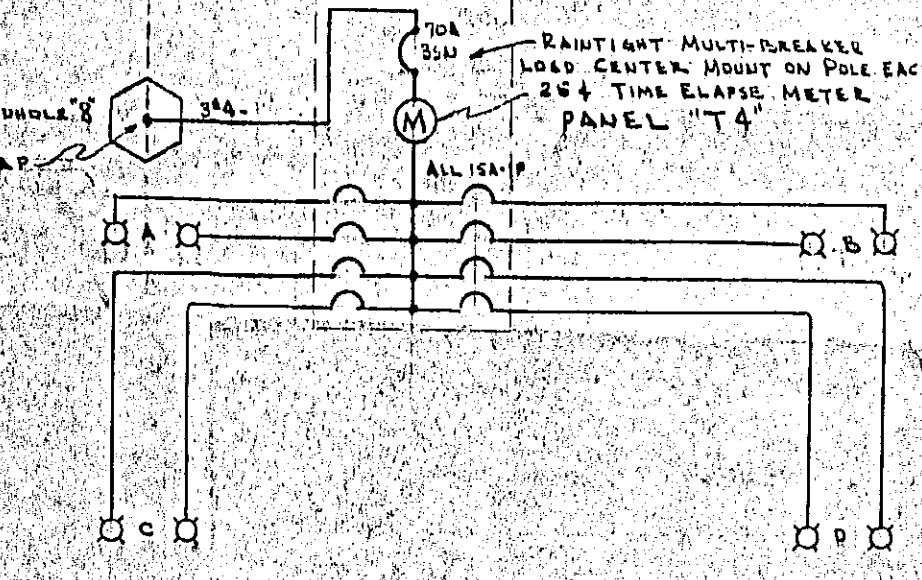


SYMBOLS

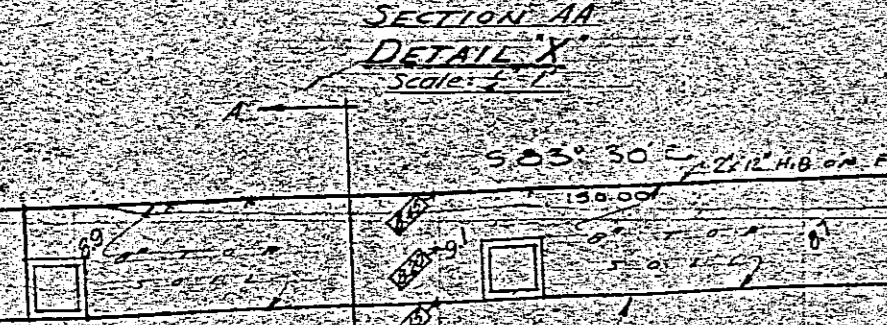
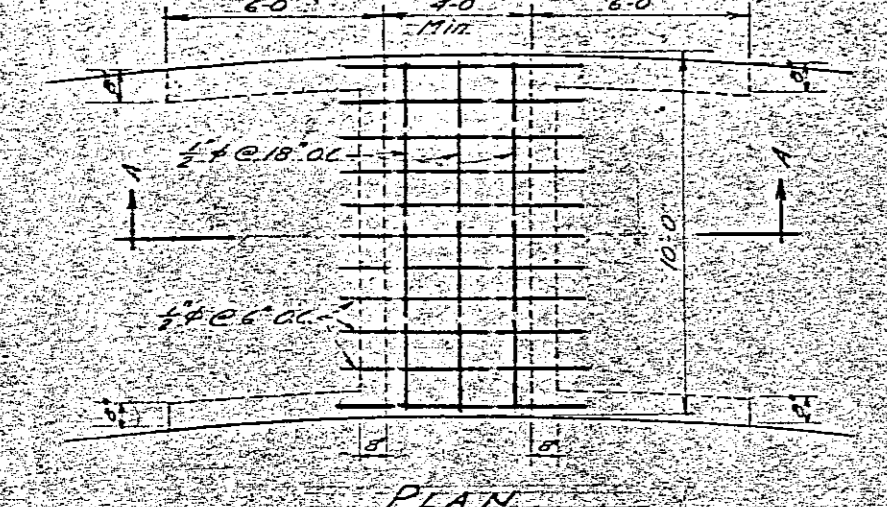
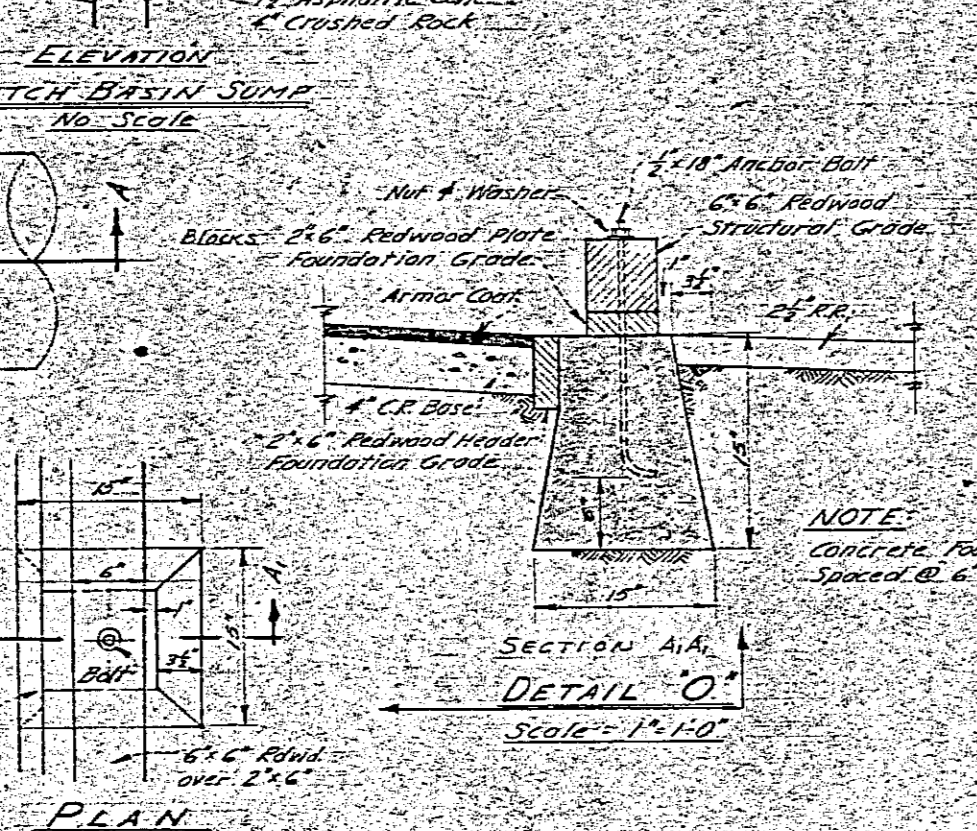
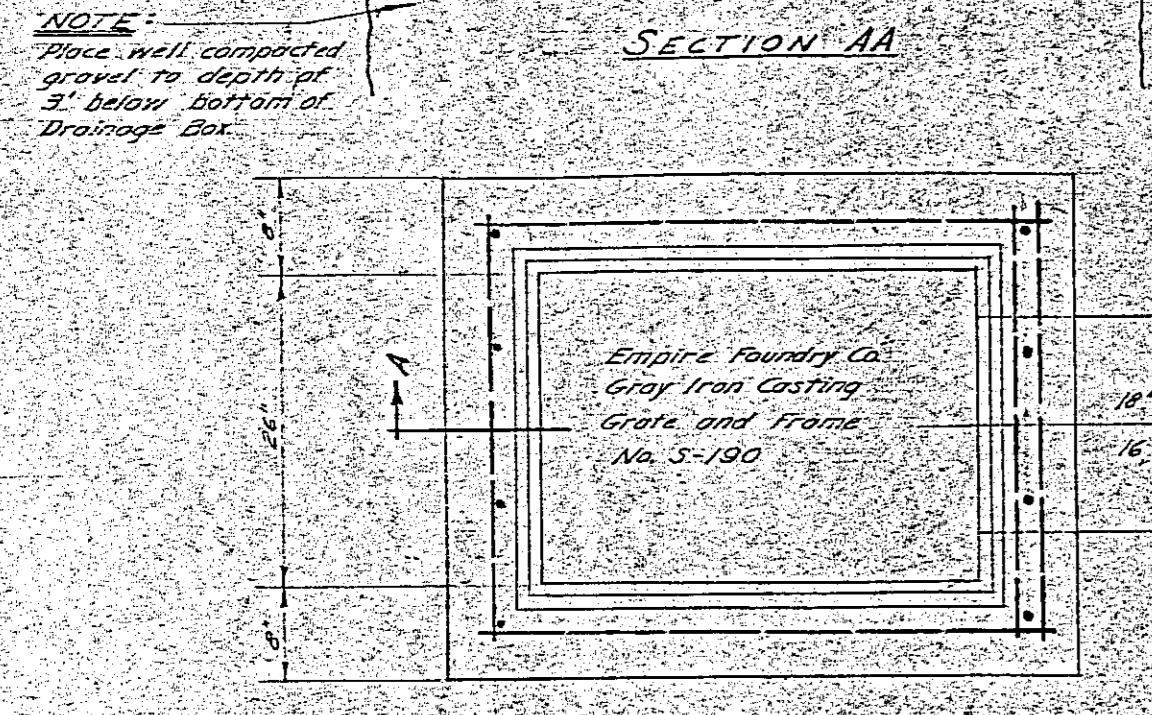
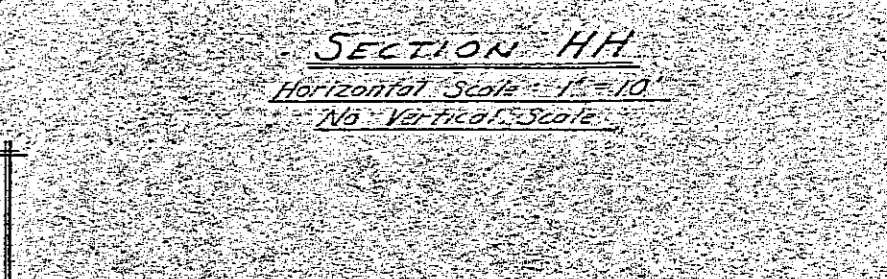
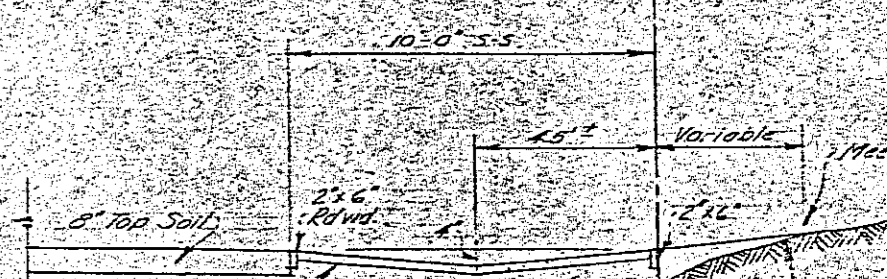
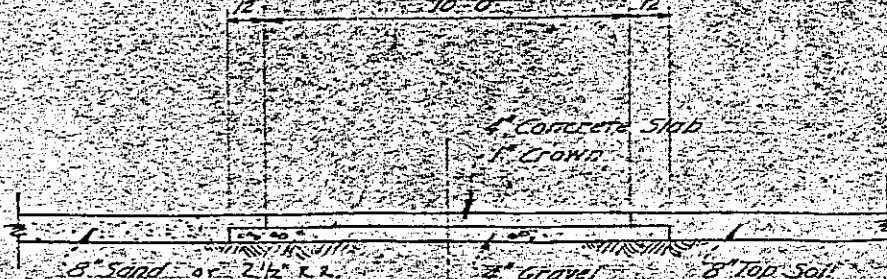
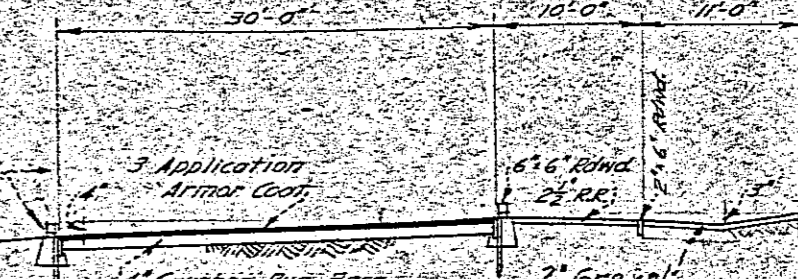
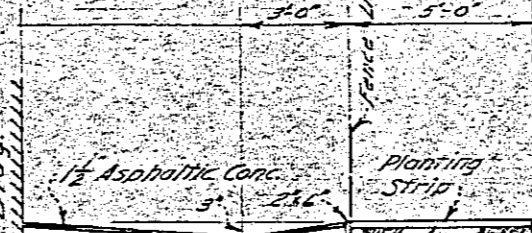
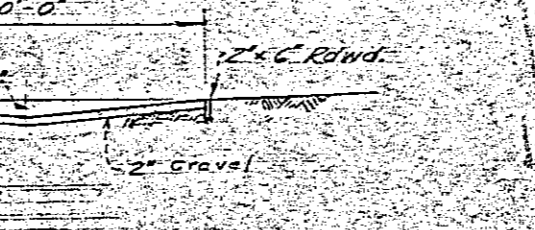
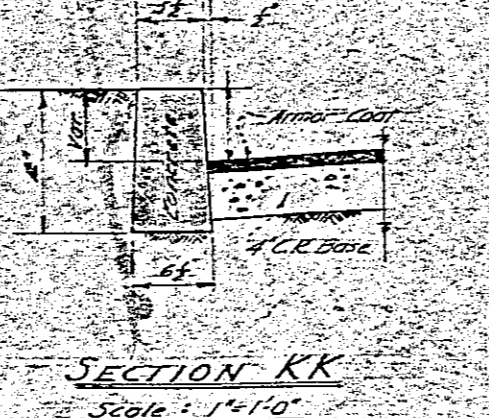
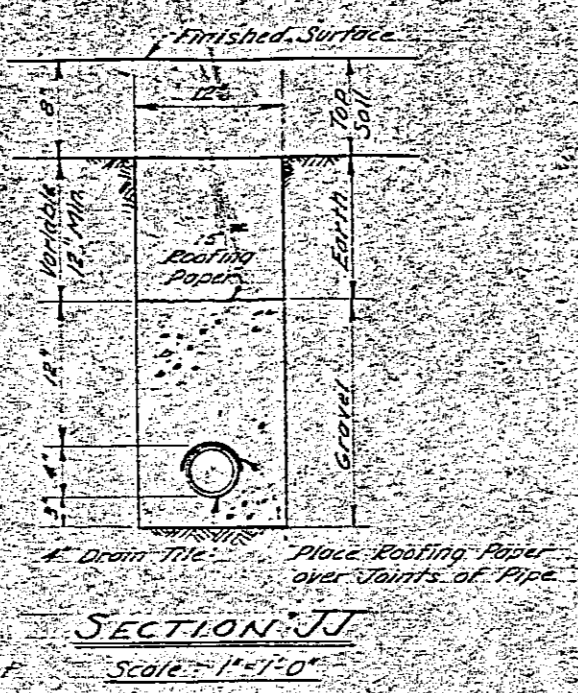
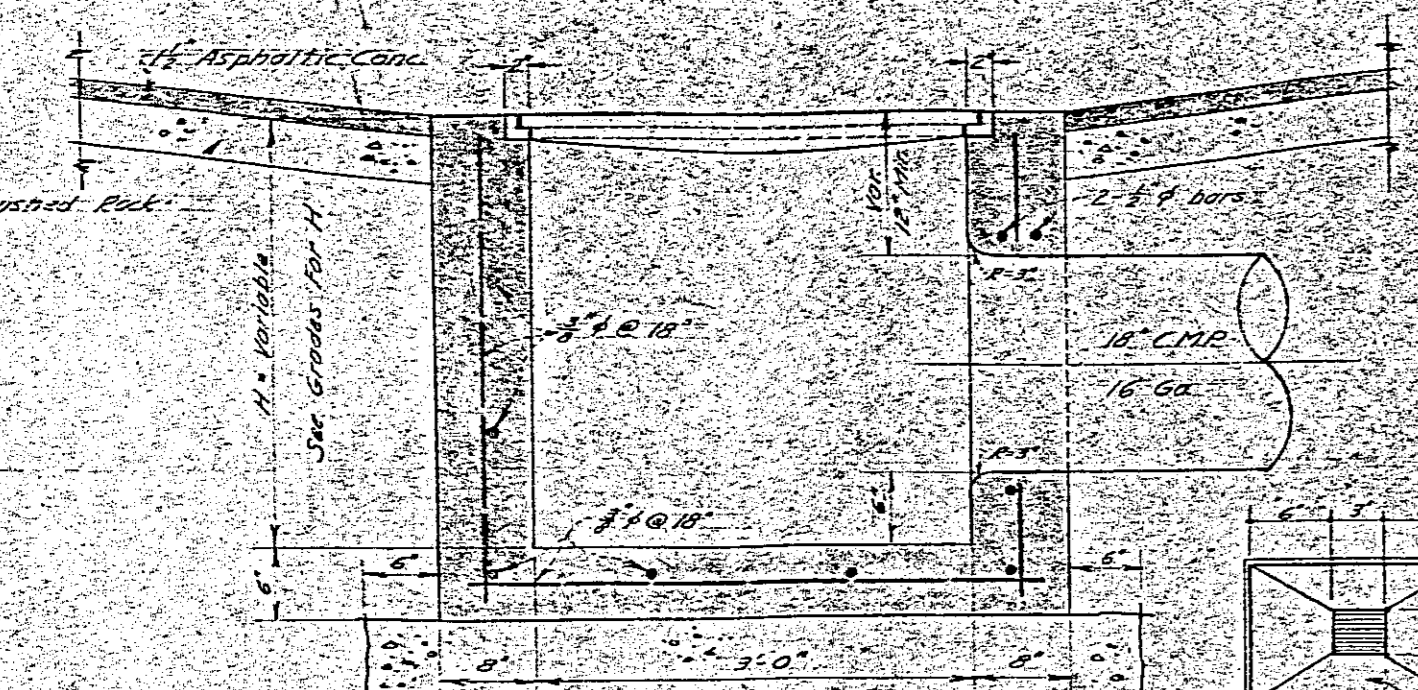
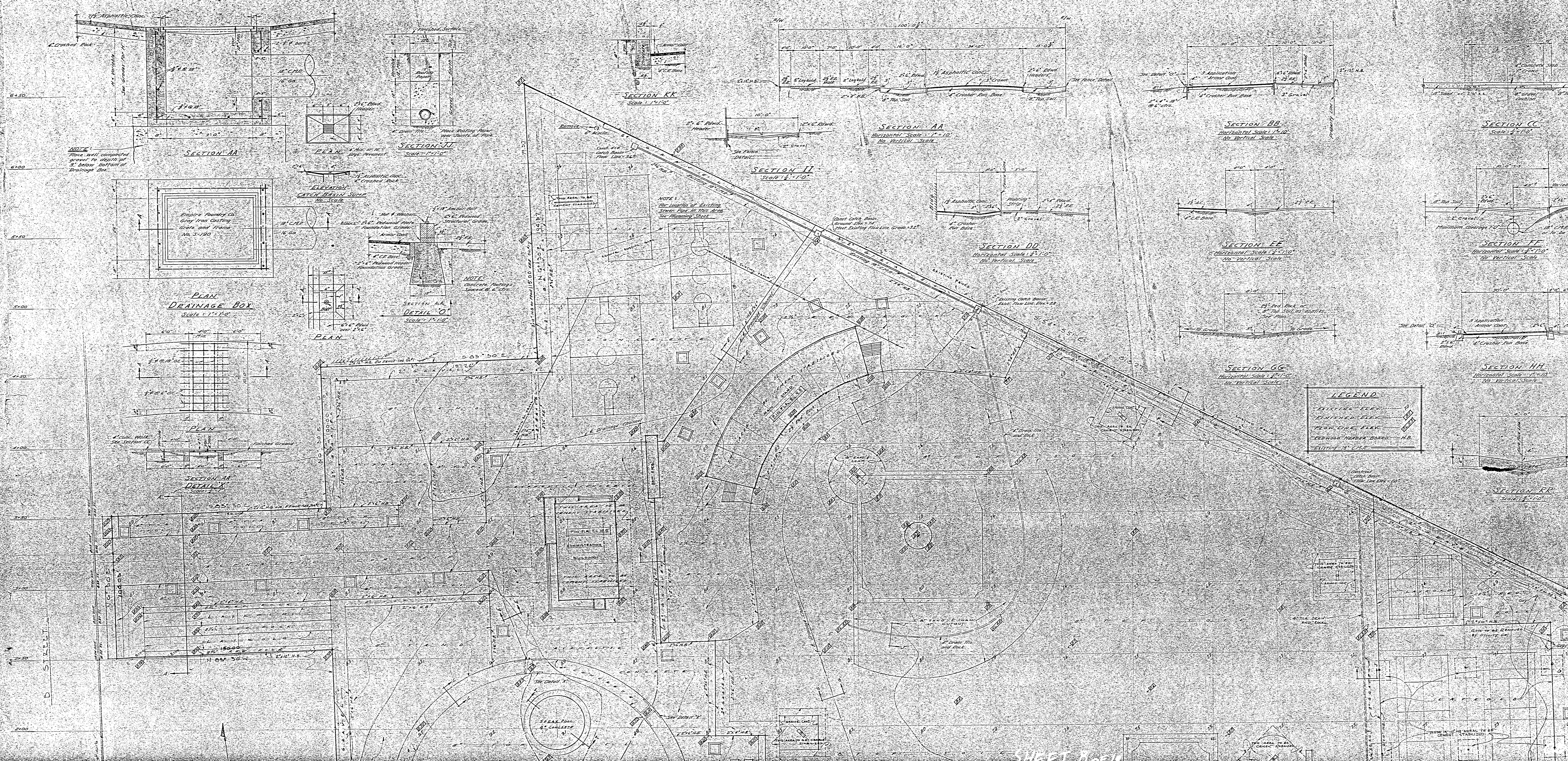
- ⊠ WESTINGHOUSE AREA LUMINAIRE, PAL-I WITH 500 WATT LAMP, CONTROL FROM PANEL 'M', BASE BY OTHERS. PAINT: COAT PIPE STAND WITH ROYSEY GALV. METAL PRIMER. FINISH: FLOOD LIGHTING UNIT - TWO FLOODS MOUNTED ON STANDARD 4854-V5. BASE BY OTHERS. SLOPE COAT ZINC CHROMATE.
 - ⊠ TENNIS FLOOD LIGHTING UNIT - 4 FLOODS MOUNTED ON STANDARD 4854-V5.
 - ⊠ BALL FIELD FLOOD LIGHTING UNIT - SEE SCHEDULE, CONCRETE BASE BY OTHERS.
 - ART. CONCRETE HANDHOLE - SET FLUSH WITH FINISH GRADE.
 - UNDERGROUND RACEWAY OR DUCT & CONDUCTORS. ALL CONDUCTORS TYPE "TW" RACEWAY 1 1/2" OR LESS RIGID DUCT, 2" OR MORE. FIRE DUCT, MIN. BURIAL 18" BELOW FINISH GRADE.
- NOTES:
1. FLOOD LIGHT UNITS TO BE GENERAL ELECTRIC TYPE "L-69", WESTINGHOUSE TYPE "VRC-15", CROUSE-HINDS TYPE "FLA". ALL TO BE EQUIPPED WITH 1500W LAMPS, GLASS COVERS ETC. COMPLETE. UNITS ABOVE TO BE SUBMITTED FOR APPROVAL. NO OTHER BRANDS OR TYPES WILL BE ACCEPTED UNLESS SETTING TO CONFORM TO MANUFACTURER'S RECOMMENDATIONS.
 2. STANDARDS SHALL BE UNION-METAL. SUBMIT AN ALTERNATE FIGURE WITH BID FOR SIMILAR HAWLEY STANDARDS OF EQUAL STRENGTH, HEIGHTS AND SAFETY REQUIREMENTS, BASES BY OTHERS.
 3. FINAL LOCATIONS TO BE DETERMINED AT THE SITE AT THE TIME OF INSTALLATION.

BALL FIELD FLOODLIGHT SCHEDULE

UNIT	NARROW FLOOD LIGHTS	WIDE	TOTAL	AM	STANDARD
A-1	11	5	16	21.8	344-V50
A-2	11	5	16	21.8	344-V50
B-1	9	8	17	24.7	344-V55
B-2	9	8	17	24.7	344-V55
C-1	3	10	13	17.8	344-V50
C-2	3	10	13	17.8	344-V50
C-3	3	10	13	17.8	344-V50
C-4	3	10	13	17.8	344-V50
			144	222.4	

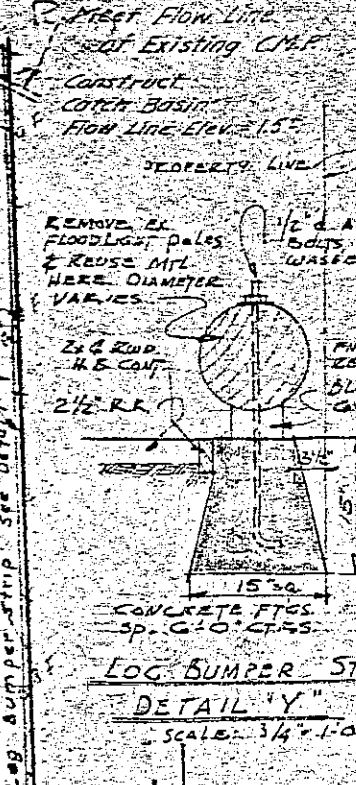


2 FEET

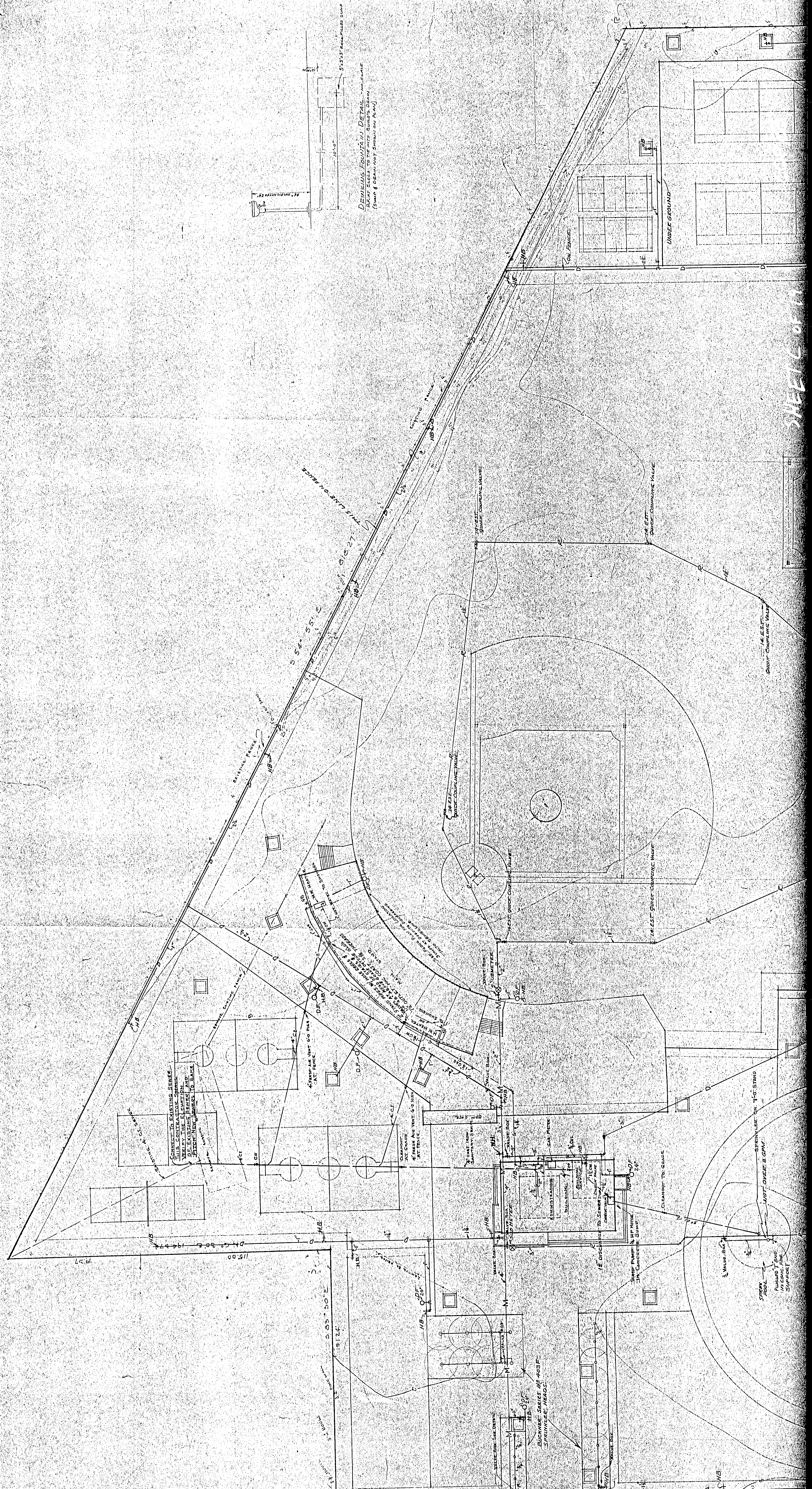
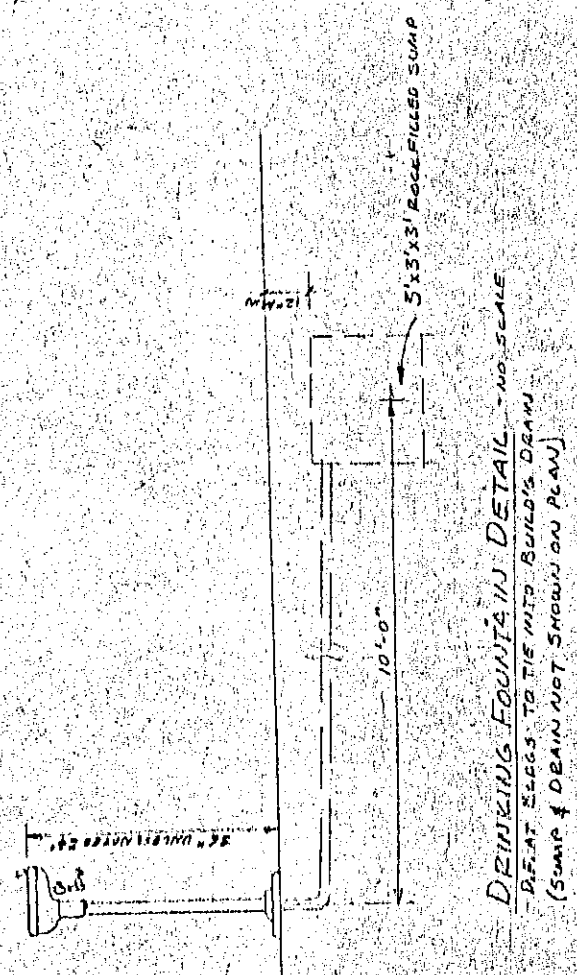


LEGEND

EXISTING CURB	—
FINISHED GRADE	—
FEEL LINE ELEV.	—
REDWOOD HURDLE BOARD	H.B.
EXISTING 18" C.M.P.	—

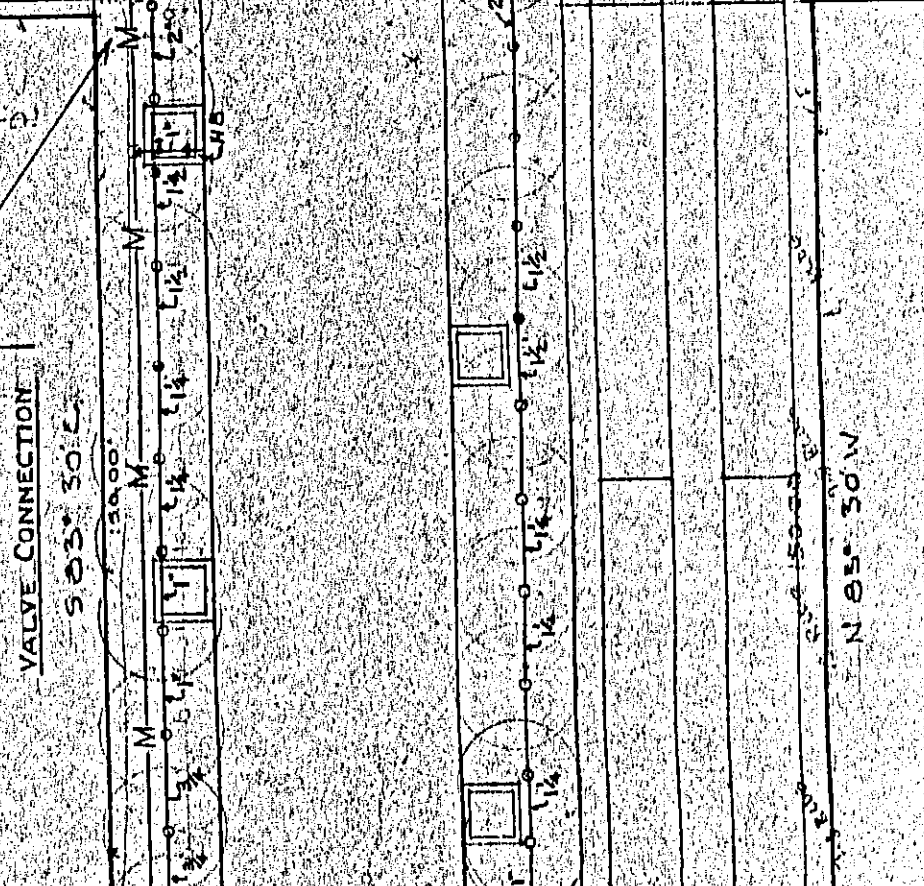


SHEET B of 11



LEGEND

- H.B. - Hose Bibb
- D.F. - Drinking Fountain
- W.H. - Water Hydrant
- CO. - Cleanout
- M. - Manhole
- D. - Domestic Garden System
- R. - Recreation System
- S.S. - Sewer
- L.S. - Low Sprinkler Line
- H.S. - High Sprinkler Line
- W.M. - Water Main
- S.C. - Service Connection
- W.I.B. - Water In Box
- S. - Sprinkler



D STREET

M.F.E.L. 0.11



Albert Park Lane

SHEET D OF 19

COP 88

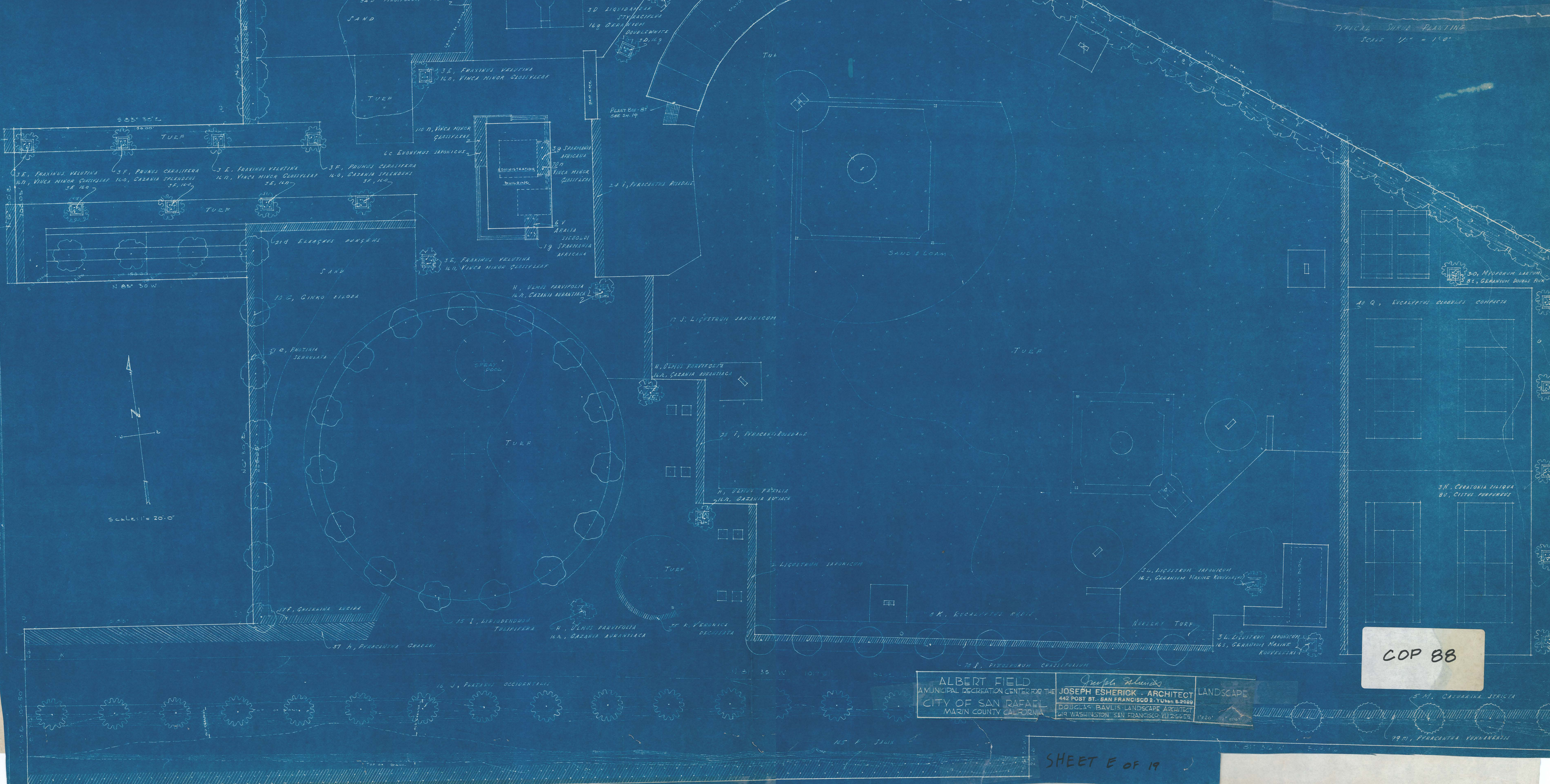
Scale 1"=20'
ALBERT PARK
San Rafael Park & Recreation

8 Mar 71

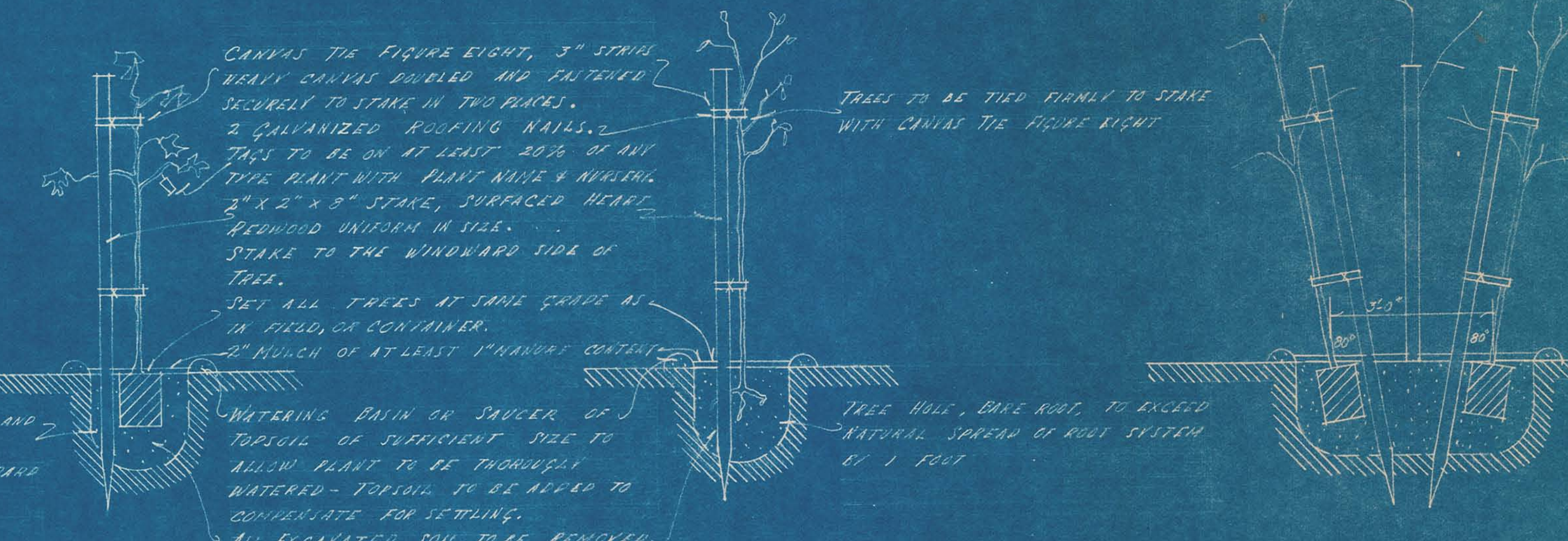
Exist. Tennis Courts

- C STERNA ACUTIFOLIA 15 6 500 2-1/2' 5' 0"
- D LIGUSTRUM JAPONICUM 15 15 700 2-1/2' 5' 0"
- E PRUNUS VELOUTINA 15 15 500 2-1/2' 5' 0"
- F PRUNUS CERATIFERA 15 15 500 2-1/2' 5' 0"
- G CINCRO ELIORA 15 15 500 2-1/2' 5' 0"
- H UNUS PARVIFOLIA 15 15 500 2-1/2' 5' 0"
- I LIGUSTRUM JAPONICUM 15 15 500 2-1/2' 5' 0"
- J PLATANUS OCCIDENTALIS 15 15 500 2-1/2' 5' 0"
- K EUCALYPTUS RUBID 15 15 500 2-1/2' 5' 0"
- L LIGUSTRUM JAPONICUM 15 15 500 2-1/2' 5' 0"
- M CASUARINA SPLENDA 15 15 500 2-1/2' 5' 0"
- N CASUARINA SPLENDA 15 15 500 2-1/2' 5' 0"
- O MYOPHORUM LAETUM 15 15 500 2-1/2' 5' 0"
- P UNUS VIRIDITY 15 15 500 2-1/2' 5' 0"
- Q EUCALYPTUS RUBID 15 15 500 2-1/2' 5' 0"
- R UNUS VIRIDITY 15 15 500 2-1/2' 5' 0"
- S UNUS VIRIDITY 15 15 500 2-1/2' 5' 0"
- T UNUS VIRIDITY 15 15 500 2-1/2' 5' 0"
- U UNUS VIRIDITY 15 15 500 2-1/2' 5' 0"
- V UNUS VIRIDITY 15 15 500 2-1/2' 5' 0"

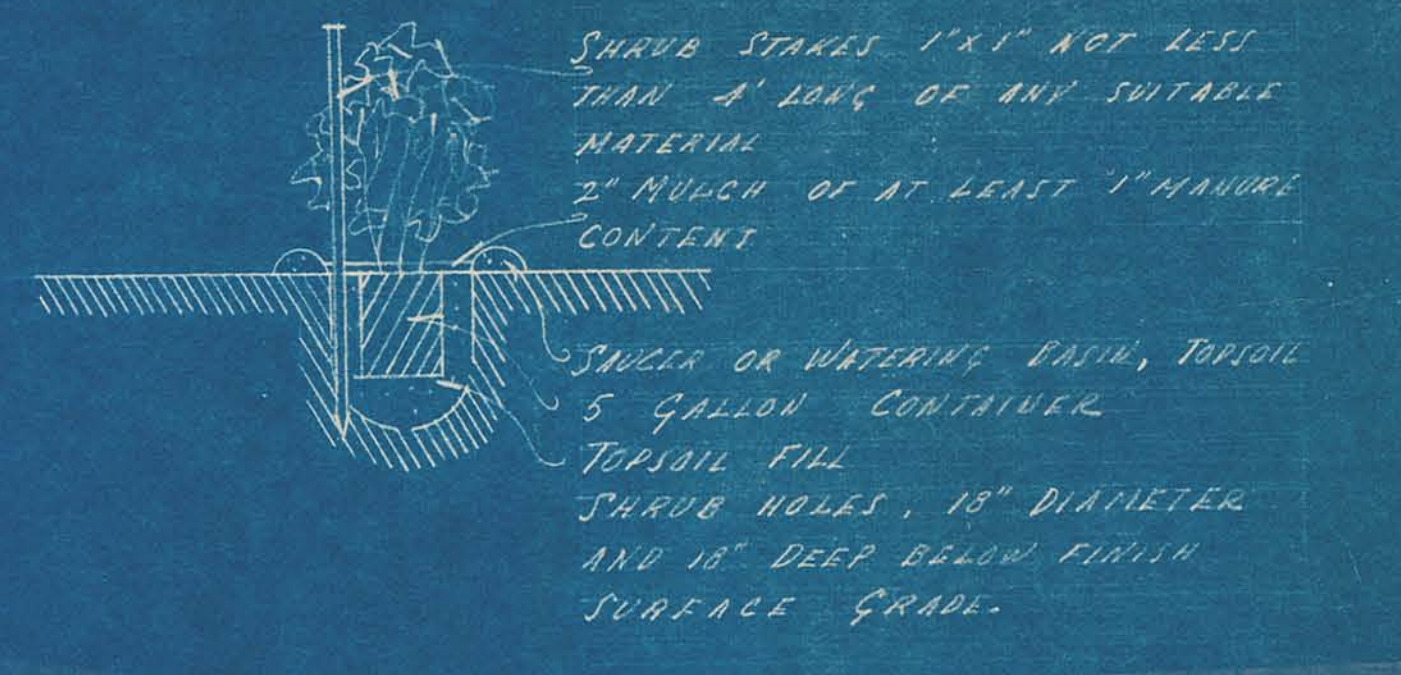
ALL TREES TO HAVE A 2" x 2" x 4" ROUND STAKE PLANTED WITH OBSERVATION TO MANUFACTURER'S SPECIFICATIONS.
ALL STAKES TO HAVE 1" x 1" x 1" STAKES



NOTES AS TO SPECIAL CONTAINERS - PLANT TUBS OR BOXES IDEAL TO BE REMOVED AFTER PLANT IS IN HEART. BROWN BOARD MAY BE LEFT IN PLACE. BRICKS PLACED AROUND TO BE INCHES FROM WALKWAY. WALKWAY TO BE GRADED AT FINISH. IDEAL OF EXTRA PLANT CUT OFF, OR CEMENT NOT REQUIRED FOR LANDSCAPE ARCHITECT, BUT THEN TANKED AND BACKFILLED TO CURB LEVEL. GAL OR 5" DIA. COPS TO BE CUT WITH 1/2" DIA. OR CAN CUTTER. COPS.



BUILD UP 5 GALLON CAN TREES
DRAIN ROOT OF TUBBER TROGS
SCALE 1/2" = 1'-0"



TYPICAL SHURB PLANTING
SCALE 1/2" = 1'-0"

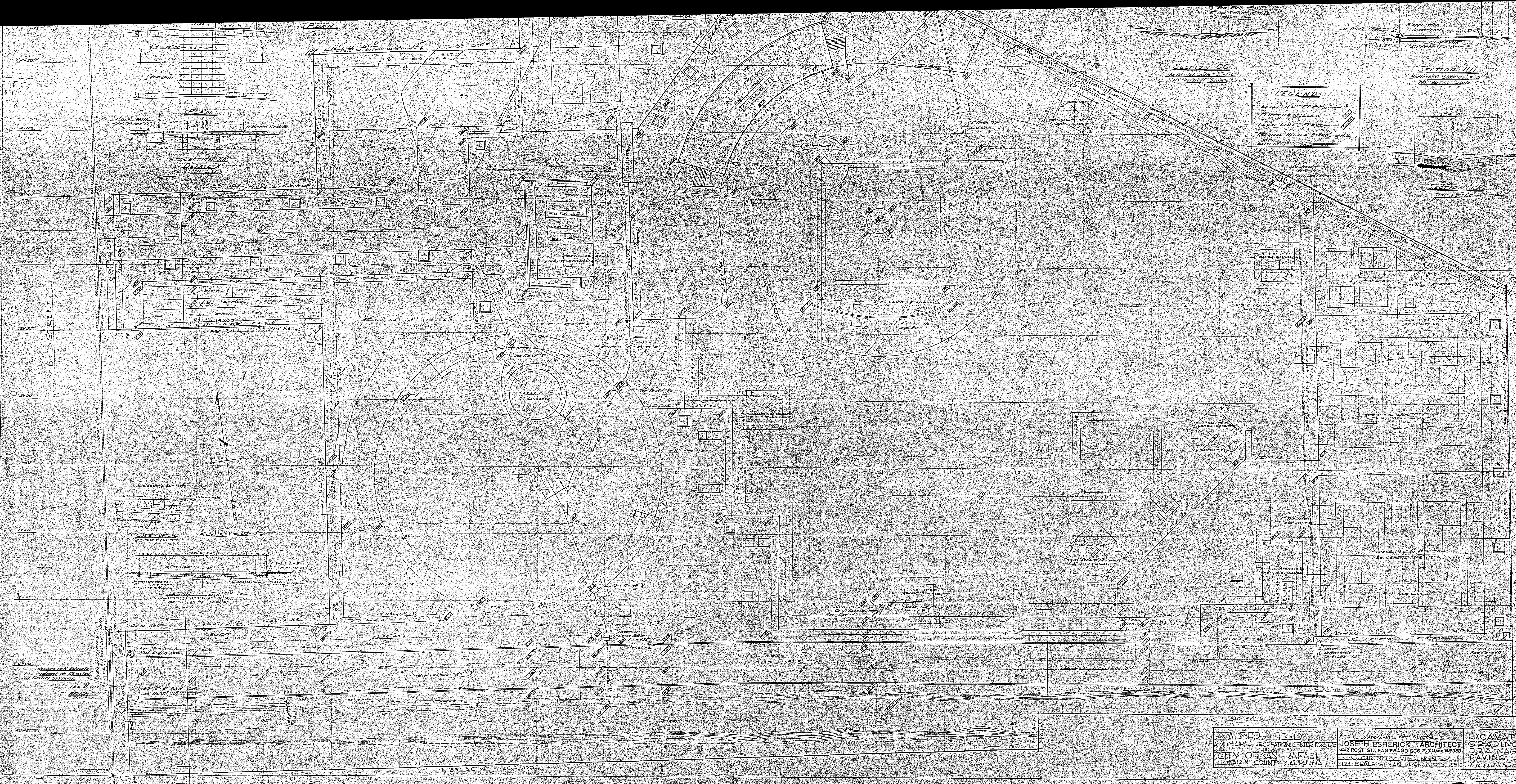
ALBERT FIELD
A MUNICIPAL RECREATION CENTER FOR THE
CITY OF SAN RAFAEL
MARIN COUNTY CALIFORNIA

Joseph Eslerick
JOSEPH ESHERICK - ARCHITECT
442 POST ST. - SAN FRANCISCO 2, CALIF. 94108
DOUGLAS BAVLIS LANDSCAPE ARCHITECT
219 WASHINGTON - SAN FRANCISCO 7, CALIF. 94108

LANDSCAPE

5/11 CASUARINA SPLENDA
79 M, PLATANUS KUNNINGHAMII

COP 88



LEGEND

- EXISTING ELEV. ———
- FINISHED ELEV. ———
- FINISH LINE ELEV. ———
- REDWOOD SHAKEN BOARD — H.B.
- EXISTING IN GRASS

SECTION GG
Horizontal Scale 1" = 10'
No Vertical Scale

SECTION HH
Horizontal Scale 1" = 10'
No Vertical Scale

SECTION AA
DETAIL
Scale 1" = 20'

SECTION KK
Scale 1" = 10'

SECTION LL
Scale 1" = 20'

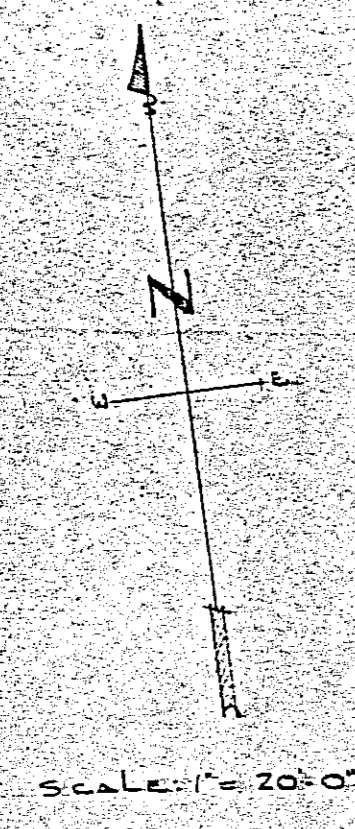
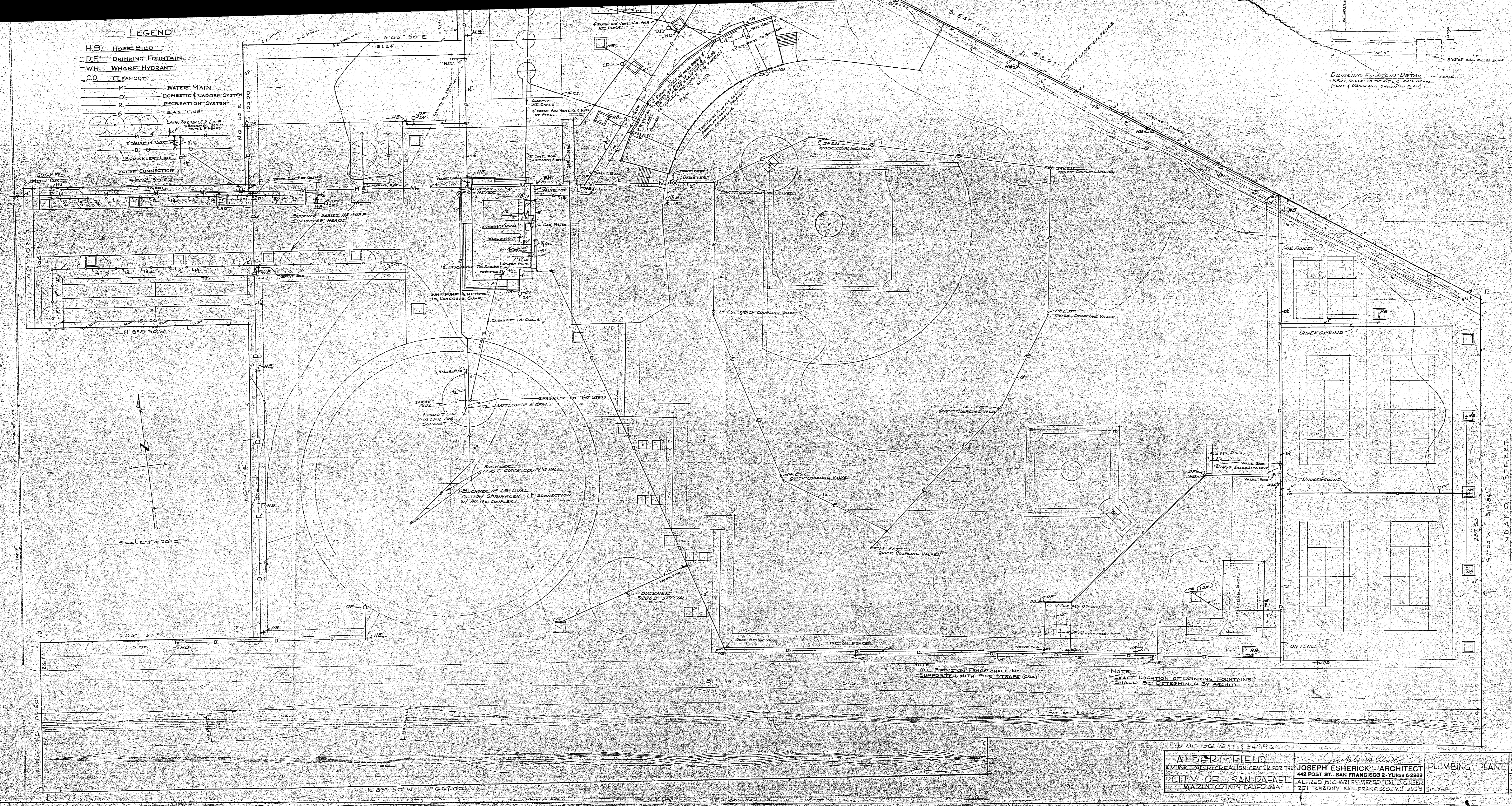
SECTION MM
Scale 1" = 20'

<p>ALBERT FIELD MUNICIPAL RECREATION CENTER FOR THE CITY OF SAN RAFAEL MARIN COUNTY, CALIFORNIA</p>	<p><i>Joseph Escherick</i> JOSEPH ESCHERICK ARCHITECT 442 POST ST. SAN FRANCISCO 2, YUkon 6-2888 N. CIRINO, CIVIL ENGINEER 171 BEALE ST. SAN FRANCISCO</p>	<p>EXCAVATING GRADING DRAINAGE & PAVING</p>	<p>DATE: MAY 28 1958 SHEET: 2 OF: 2</p>
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COPY 38

COPY 37

- LEGEND**
- H.B. HOSE BIBB
 - D.F. DRINKING FOUNTAIN
 - W.H. WHARF HYDRANT
 - C.O. CLEANOUT
 - M. WATER MAIN
 - D. DOMESTIC & GARDEN SYSTEM
 - R. RECREATION SYSTEM
 - G. GAS LINE
 - LAWN SPRINKLER LINE
 - SPRINKLER LINE
 - VALVE CONNECTION

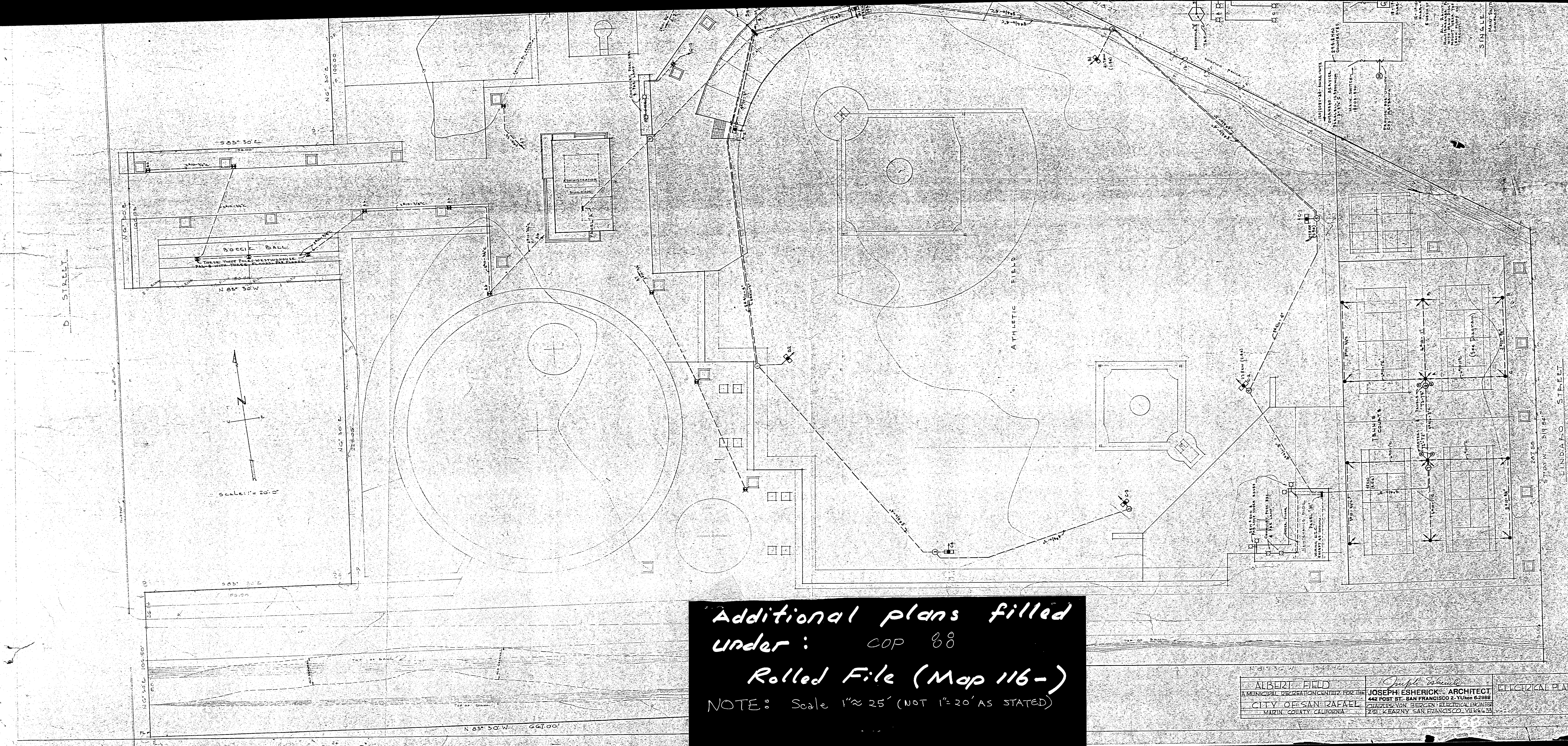


DRINKING FOUNTAIN DETAIL - 1/4" SCALE
 DRAWINGS TO THE MECHANICAL ENGINEER
 (SUMP & DRAINAGE SHOWING PLAN)

NOTE: ALL PIPING ON FENCE SHALL BE SUPPORTED WITH PIPE STRAPS (C.A.V.)

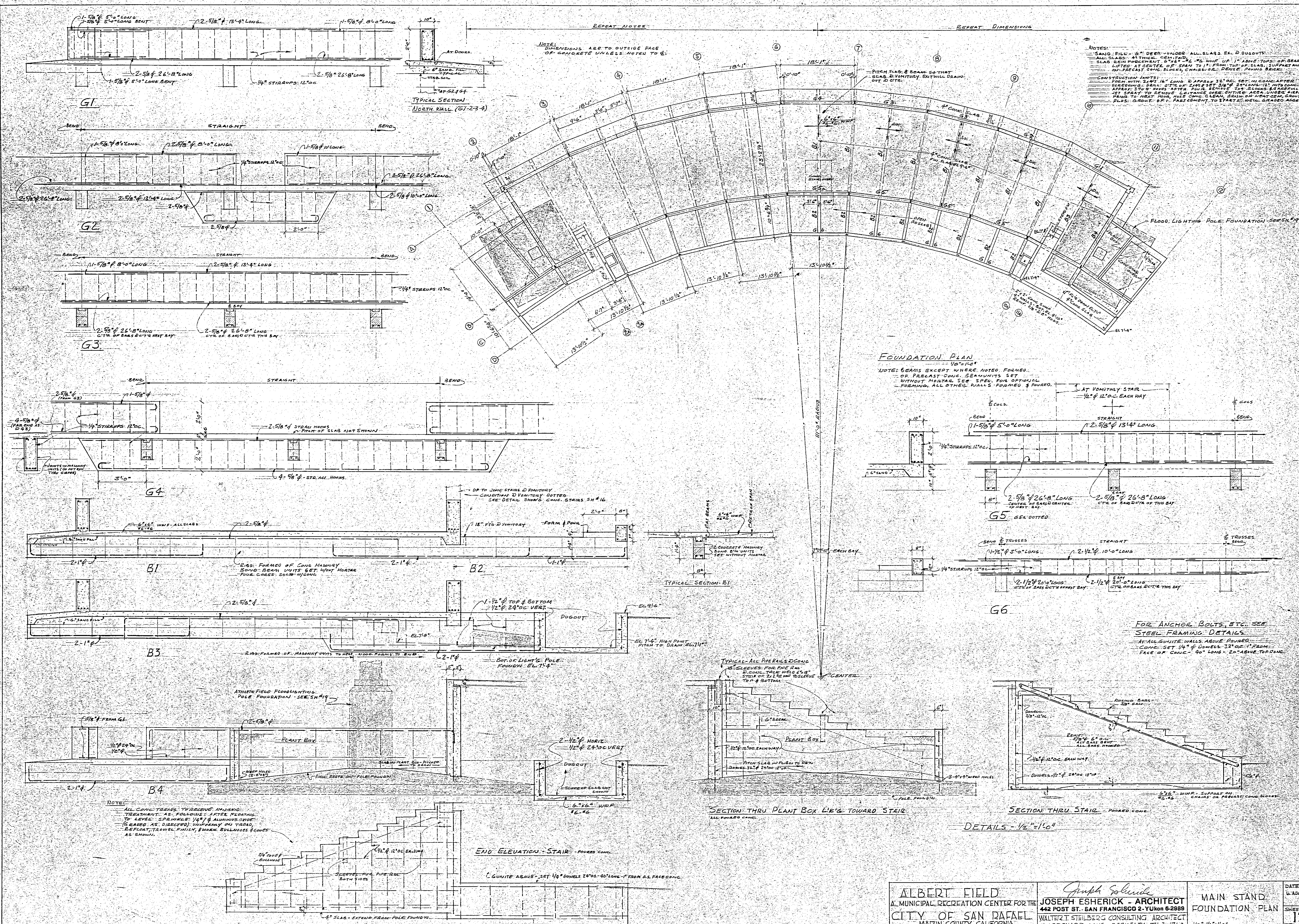
NOTE: EXACT LOCATION OF DRINKING FOUNTAINS SHALL BE DETERMINED BY ARCHITECT

ALBERT FIELD MUNICIPAL RECREATION CENTER FOR THE CITY OF SAN RAFAEL MARIN COUNTY CALIFORNIA	JOSEPH ESHERICK - ARCHITECT 442 POST ST. SAN FRANCISCO 2-YU 6-2889 ALFRED B. CHARLES MECHANICAL ENGINEER 251 KEARNEY SAN FRANCISCO YU 6663	PLUMBING PLAN DATE: AUGUST 1954 SHEET NO. 4
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Additional plans filled
 under: COP 88
 Rolled File (Map 116-)
 NOTE: Scale 1" ≈ 25' (NOT 1"=20' AS STATED)

ALBERT FIELD A MUNICIPAL RECREATION CENTER FOR THE CITY OF SAN RAFAEL MARIN COUNTY CALIFORNIA	<i>Joseph Escherick</i> JOSEPH ESHERICK ARCHITECT 442 POST ST. SAN FRANCISCO 2, CALIF. 94108 CHARLES VON BERGEN ELECTRICAL ENGINEER 251 KEARNY SAN FRANCISCO, CALIF. 94104	ELECTRICAL PLAN DATE: 12-20-55 SHEET: 5
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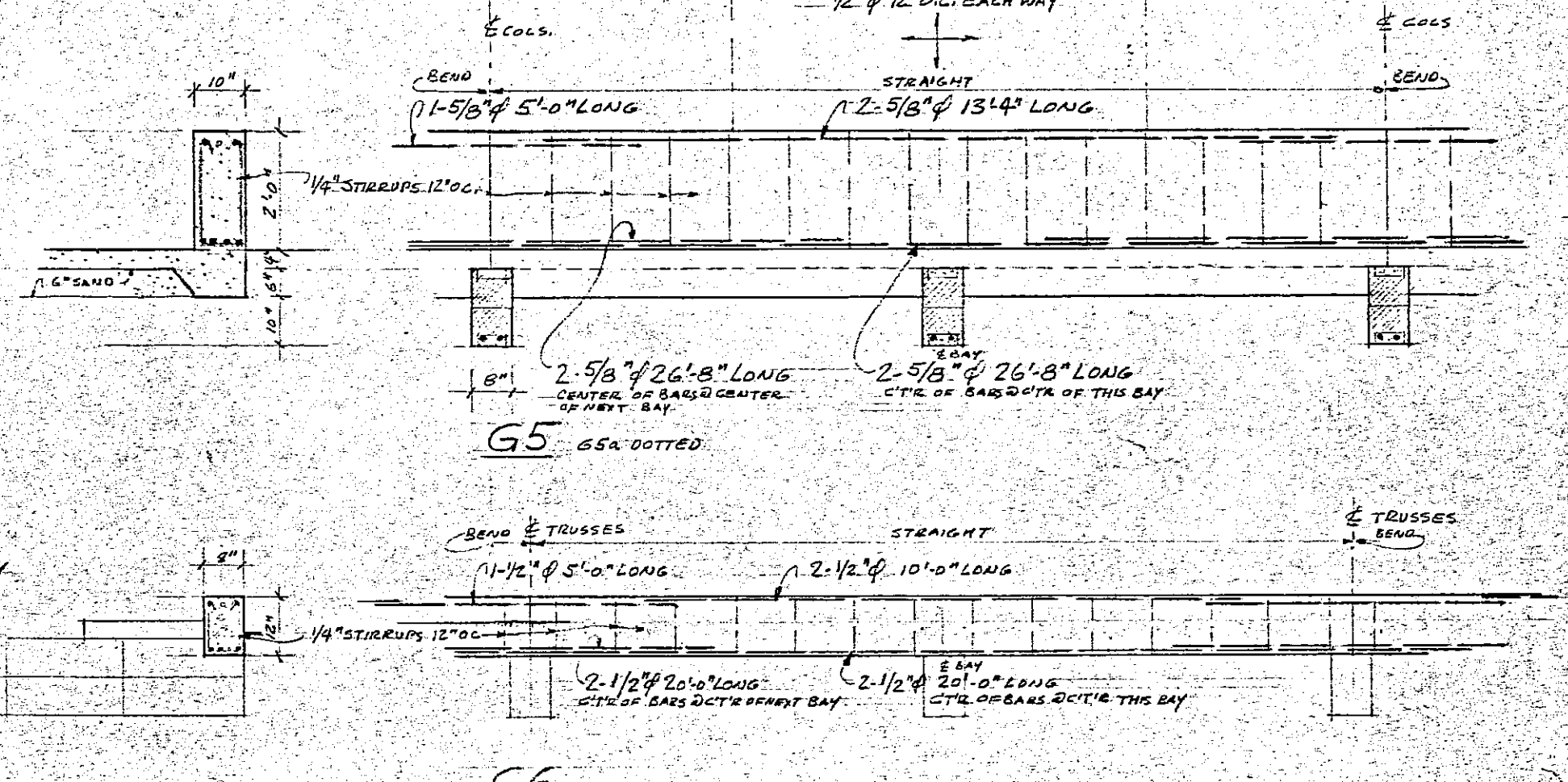
REPEAT NOTES

REPEAT DIMENSIONS

NOTES:
 1. SAND FILL - 6" DEEP - UNDER ALL SLABS & DUGOUTS.
 2. ALL SLABS - 4" THICK - CONCRETE - 3000 PSI - 10% AIR - 1" ABOVE TOP OF BEAMS.
 3. ALL BEAM HOUSING - 6" MIN. - 1" ABOVE TOP OF BEAMS - SURFACE AND
 LIFTED AT CENTER OF SPAN TO 1" FROM TOP OF SLAB. SURFACE AND
 PRECAST CONCRETE BLOCKS - CHAIRS - 12" O.C. - DEPENDS - FINISH RAISES.
 4. CONSTRUCTION JUNCTIONS -
 FROM WITHIN 24" LONG - 2" ABOVE 32" O.C. SET IN CONCRETE AFTER
 APPROX. 30" MINUTES AFTER POUR. REMOVE 2" SLICES & ASSEMBLY
 APPROX. 30" MINUTES AFTER POUR. REMOVE ENTIRE AREA UNDER SLICES
 PRIOR TO NEXT POUR. USE CONCRETE CLEAN. BRUSH ON NEAT CONCRETE
 PLUS - GROUT. OR 1" PARTICULATE TO 3" PARTICULATE GROUT.

FOUNDATION PLAN

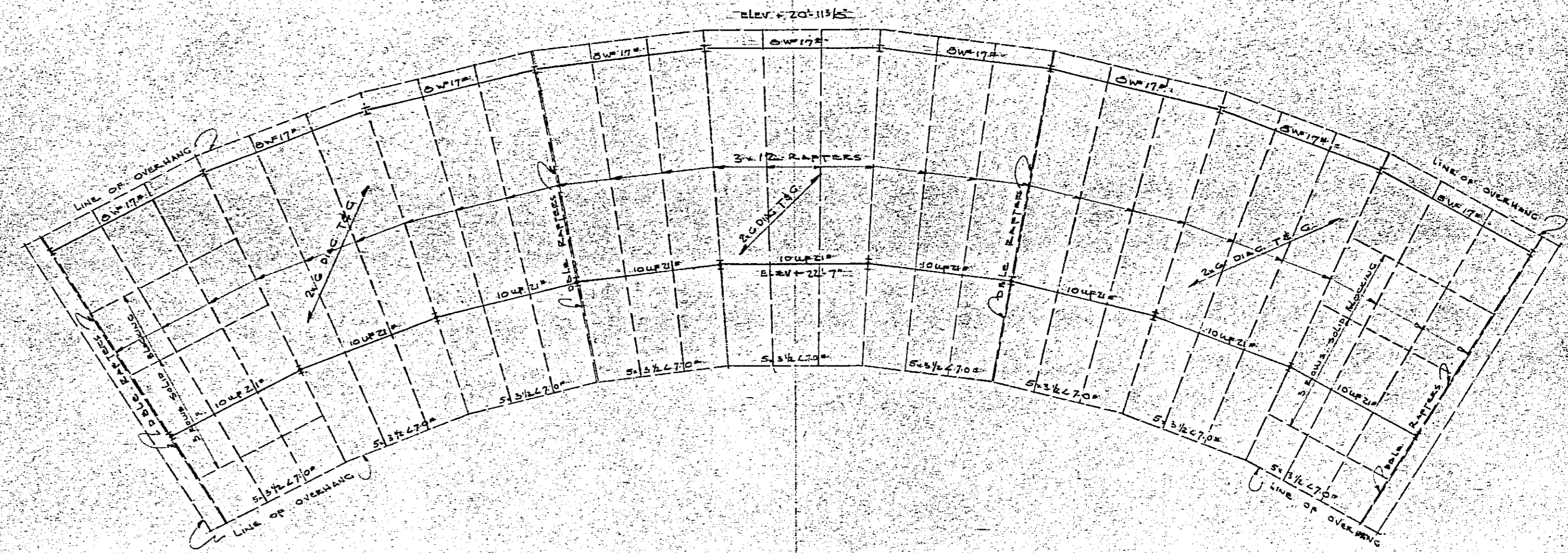
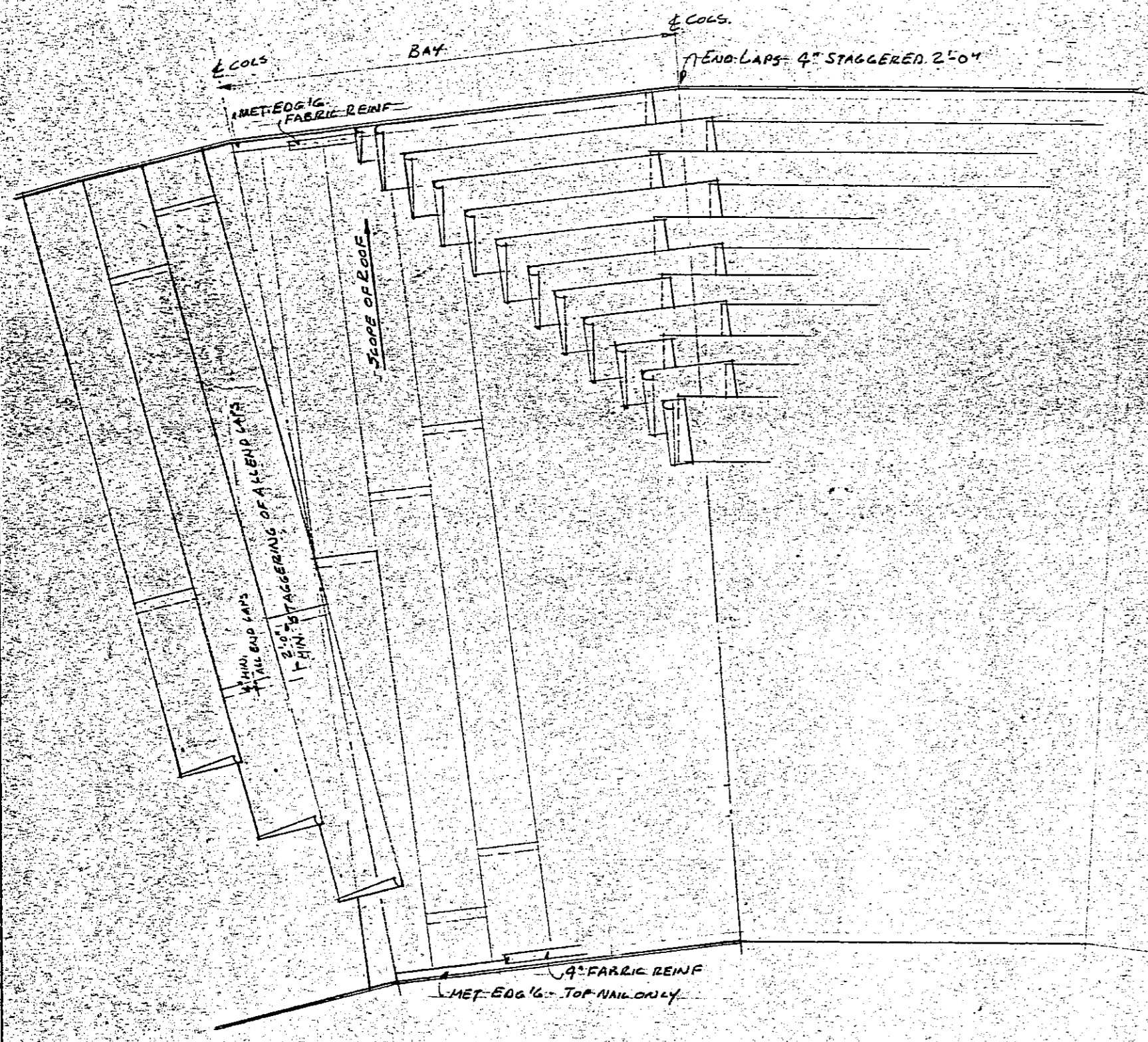
NOTE: BEAMS EXCEPT WHERE NOTED FORMED
 OR PRECAST CONCRETE BEAM UNITS SET
 WITHOUT MORTAR. SEE SPEC. FOR OPTIONAL
 FORMING. ALL OTHER WALLS FORMED & POURED.



FOR ANCHOR BOLTS, ETC. SEE
 STEEL FRAMING DETAILS.
 ALL CONCRETE WALLS ABOVE POURED.
 CONCRETE SET 1/2" OF JOINTS. 32" O.C. - 1" FROM
 FACE OF CONCRETE - 9" LONG - 2" ABOVE TOP CONCRETE.

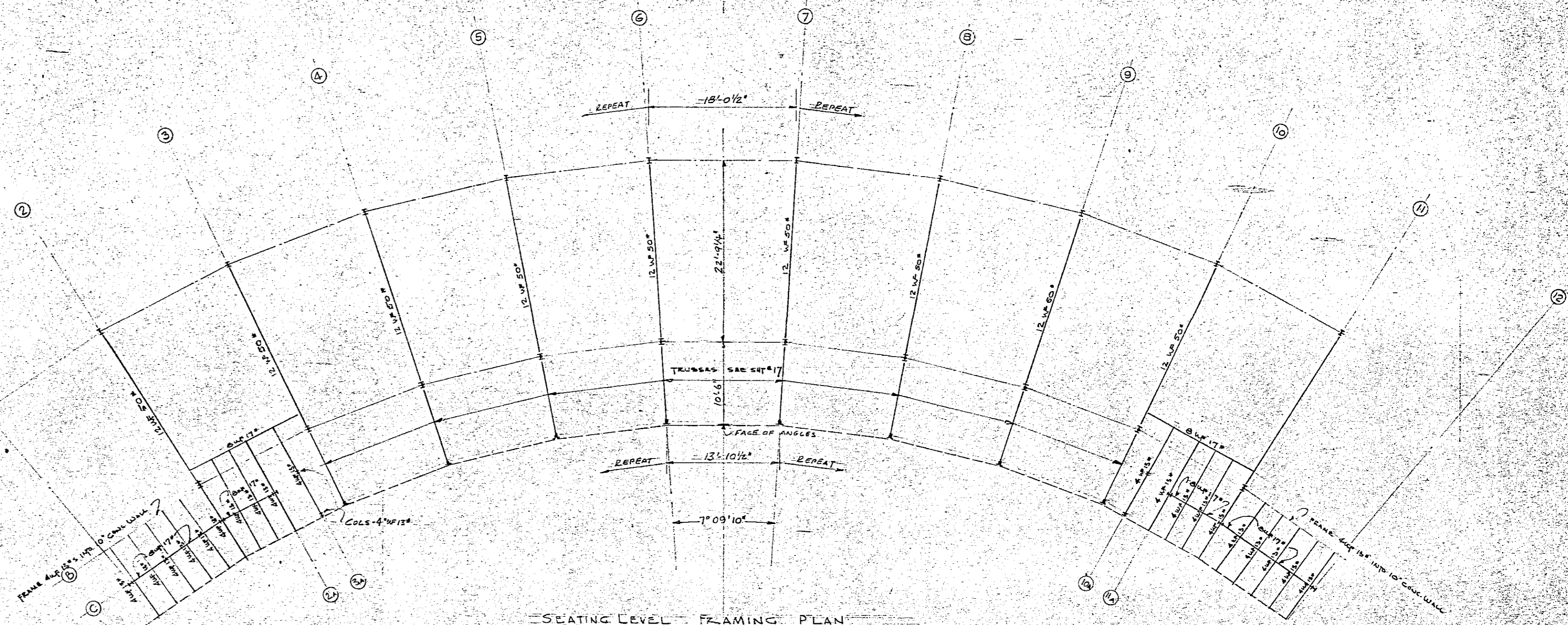
NOTES:
 ALL CONCRETE BEAMS - TO RECEIVE ANCHORS
 TO BE TIGHT AS FOLLOWS: AFTER PLACING
 TO LEVEL - SPRINKLES 1/4" & ALUMINUM OXIDE
 (LEADED AS DIRECTED) IMMEDIATELY ON TREAD.
 2" FROM TREAD. CHAIRS - 12" O.C. - DEPENDS - FINISH
 AS SHOWN.

<p>ALBERT FIELD A MUNICIPAL RECREATION CENTER FOR THE CITY OF SAN RAFAEL MARIN COUNTY, CALIFORNIA</p>	<p>Joseph Esherick JOSEPH ESHERICK - ARCHITECT 442 POST ST. - SAN FRANCISCO 2 - YUkon 6-2989 WALTER STEINBERG CONSULTING ARCHITECT 1 ORCHARD LANE BERKELEY TH 3-1763</p>	<p>MAIN STAND FOUNDATION PLAN DATE: 6/26/69 SHEET # 12 OF 19</p>
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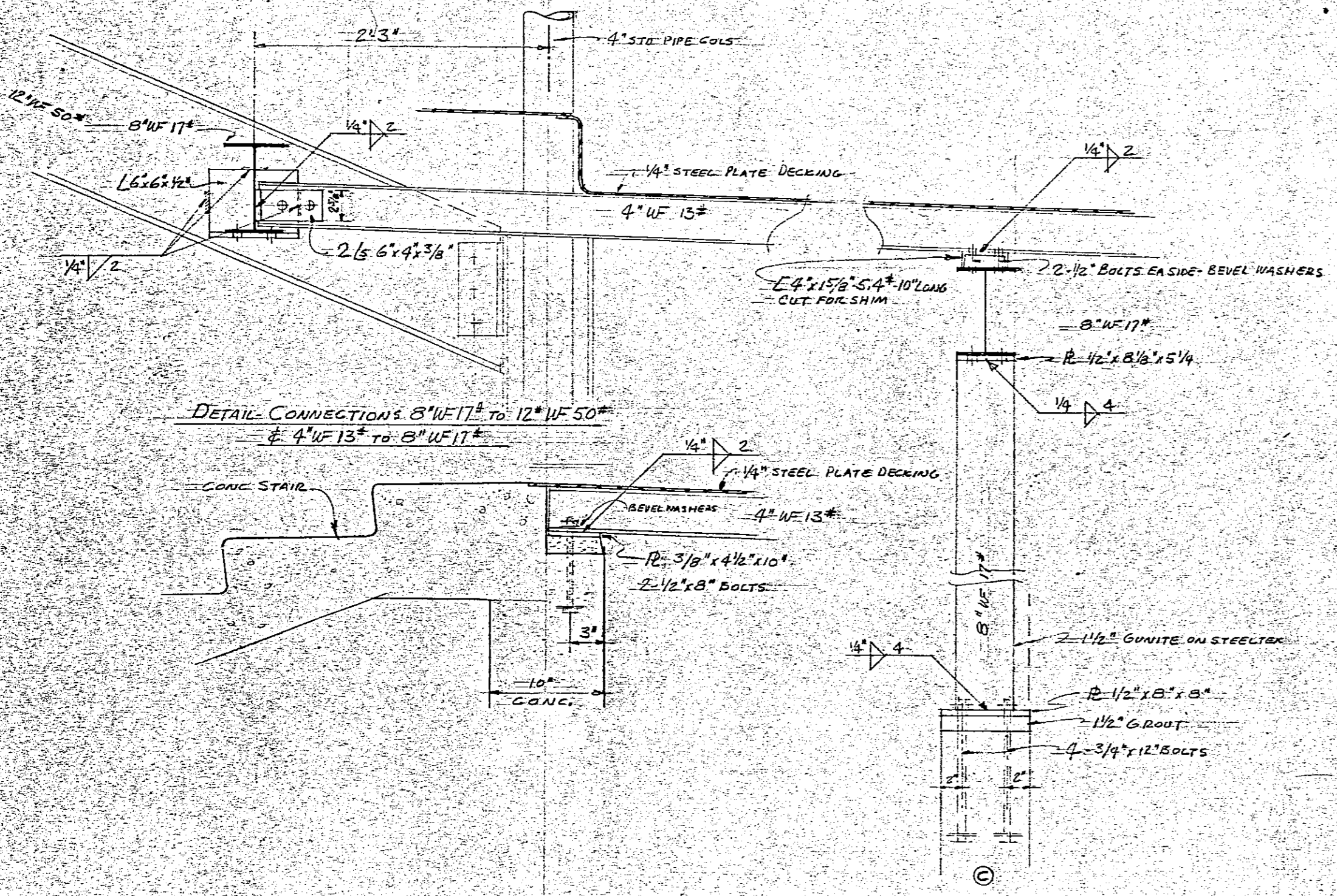


ROOF FRAMING PLAN
SCALE: 1/2" = 1'-0"

DETAIL APPLICATION OF ROOFING & MAIN STAND
NOTE DIRECTION OF FELT CHANGE EACH BAY
SEE SPEC. FOR LAPS, NAILING, ASPHALT, ETC.

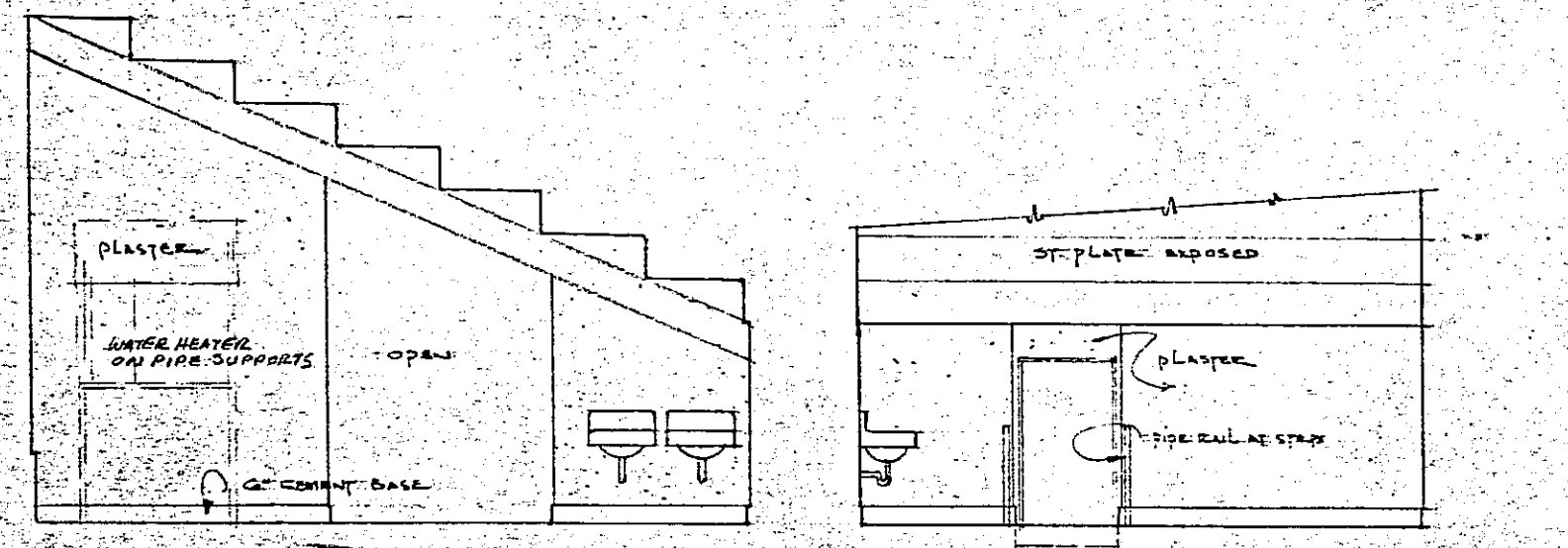


SEATING LEVEL FRAMING PLAN
SCALE: 1/8" = 1'-0"
FOR ADD. DIMENSIONS SEE FOUNDATION PLAN, SECTIONS & DETAILS

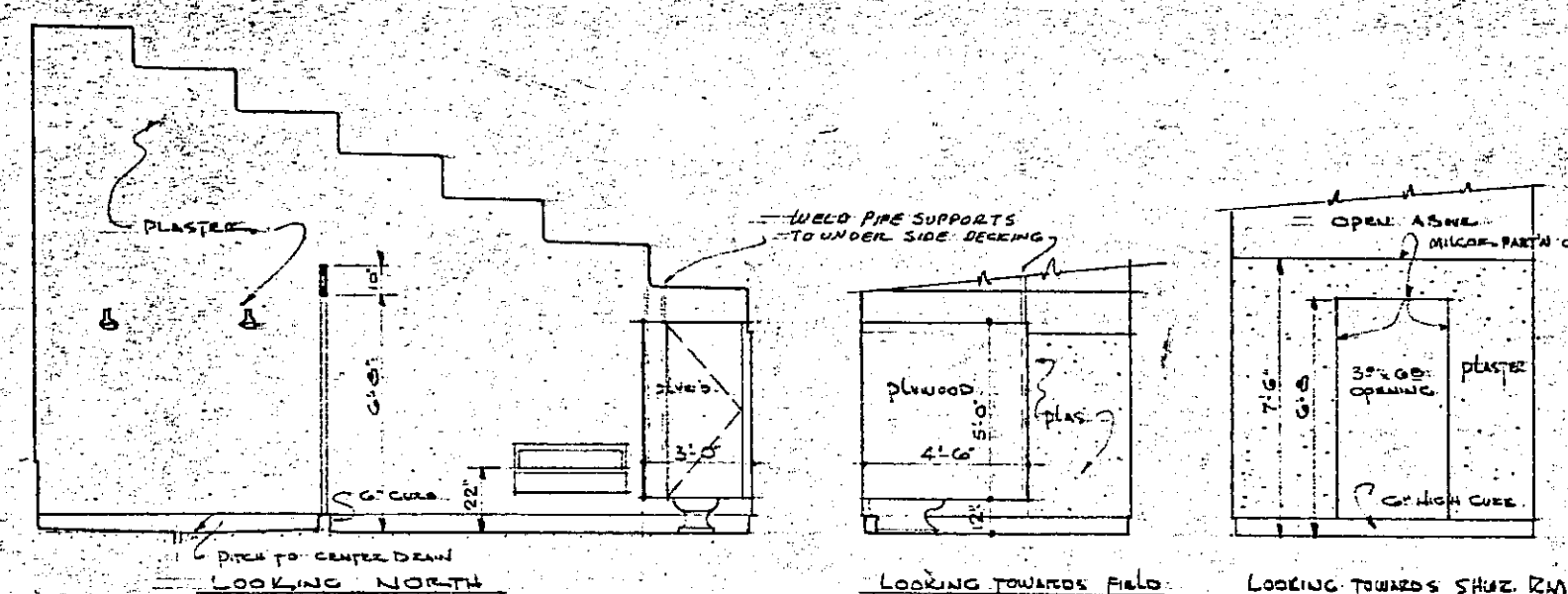


FRAMING DETAILS AT DUGOUTS
SCALE: 1/2" = 1'-0"

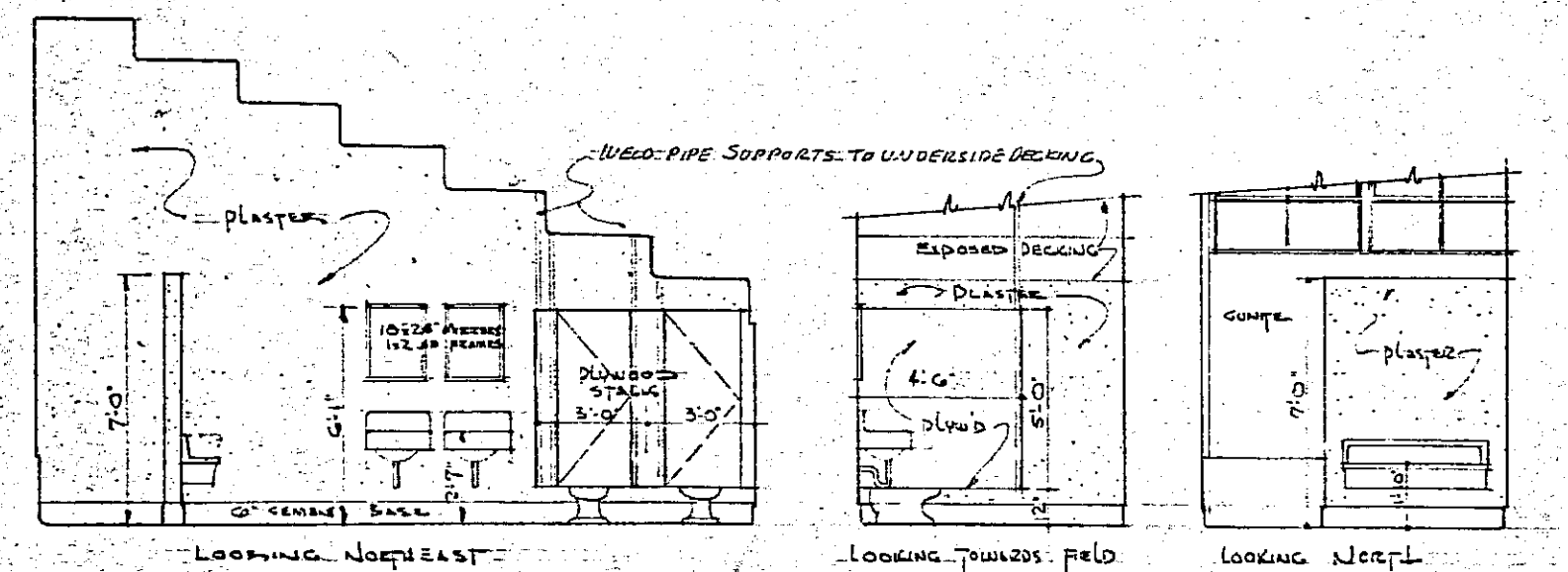
ALBERT FIELD A MUNICIPAL RECREATION CENTER FOR THE CITY OF SAN RAFAEL MARIN COUNTY, CALIFORNIA	<i>Joseph Escherick</i> JOSEPH ESHERICK - ARCHITECT 442 POST ST. - SAN FRANCISCO 2 - YUkon 6-2889 WALTER STILBERG CONSULTING ARCHITECT 11 - ORCHARD LINE - BERKELEY TH 3-1743	MAIN STAND	DATE: 6 AUG 49
		FRAMING PLANS	SHEET # 13
		OF 19	1/8" = 1/4" = 1/2"
		1/8" = 1/4" = 1/2"	



TEAM ROOM #1
(TEAM ROOM #2 SIMILAR)

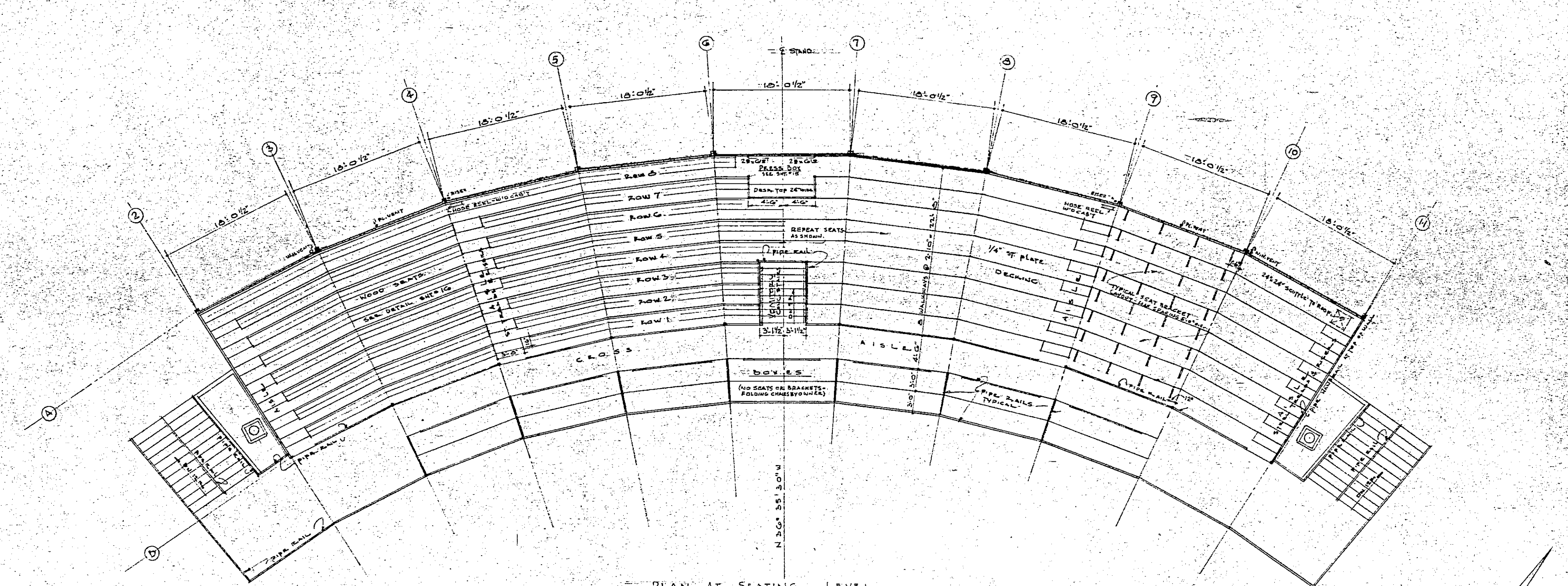


SHOWER R.M. #1
DRIVING R.M. #1
(DRIVING R.M. #2 & SHOWER R.M. #2 SIMILAR)

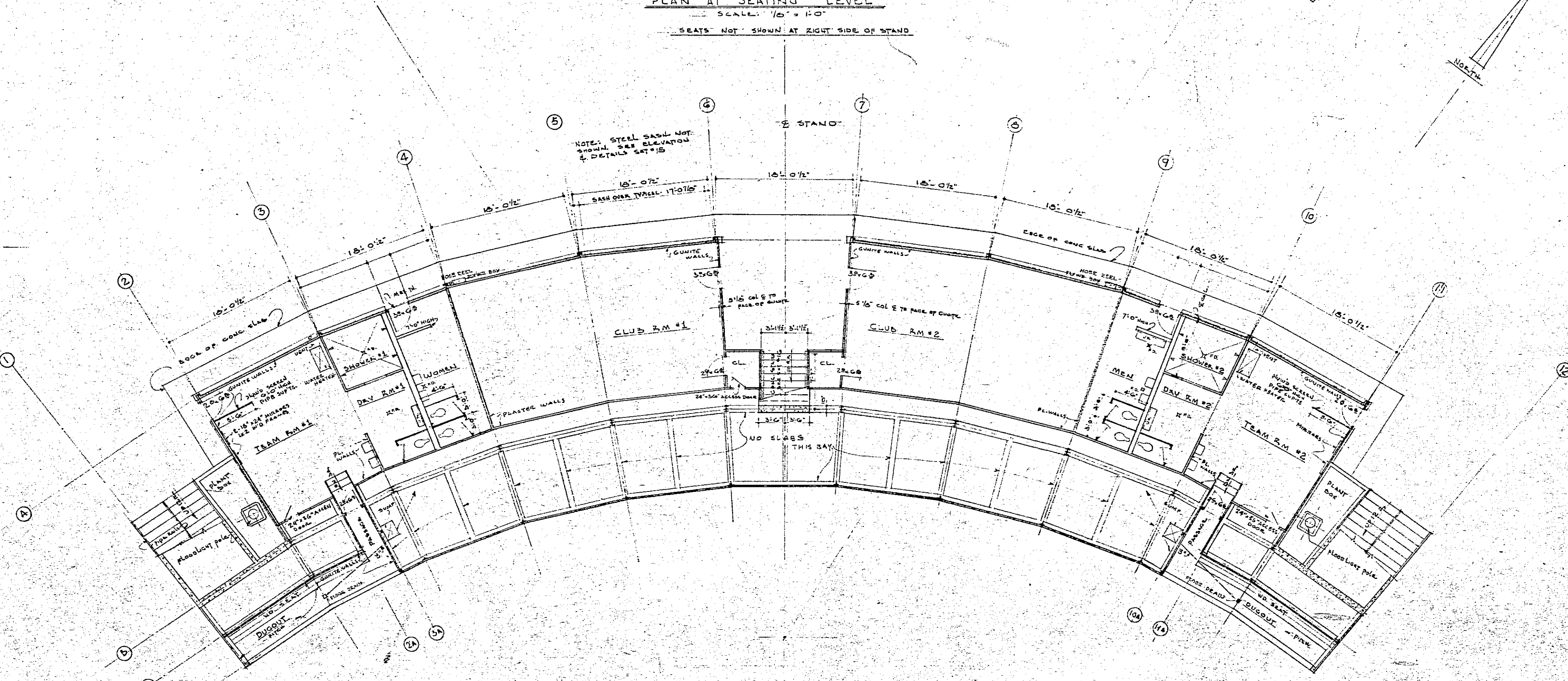


MEN'S TOILET R.M.
(WOMEN'S TOILET R.M. SIMILAR)

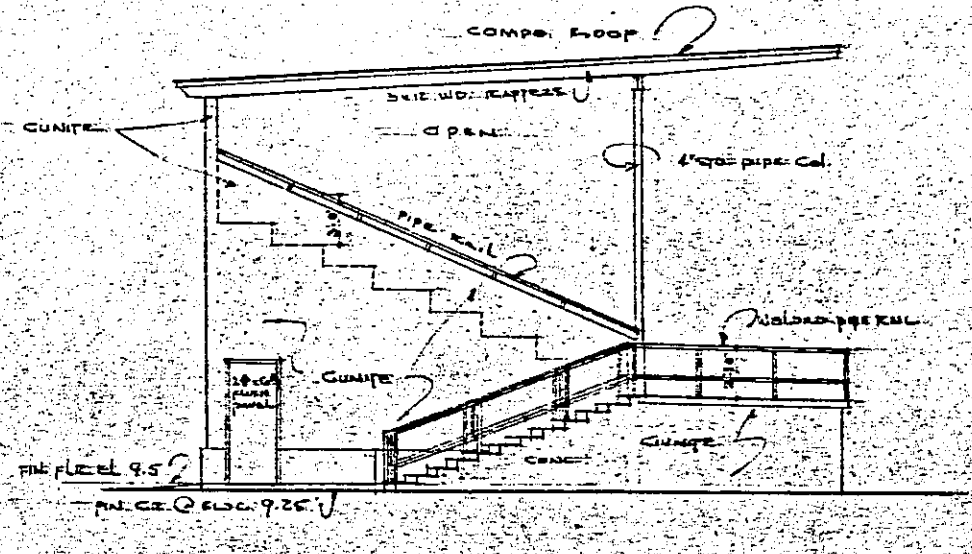
INTERIOR ELEVATIONS
SCALE: 1/4" = 1'-0"



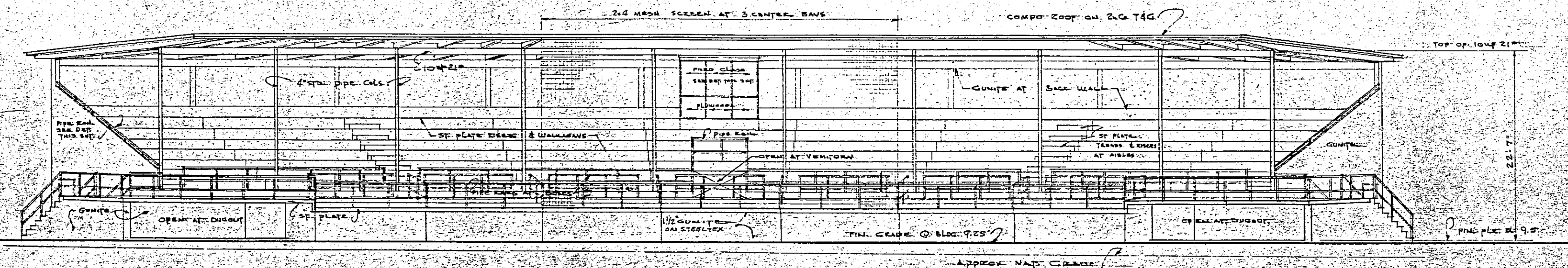
PLAN AT SEATING LEVEL
SCALE: 1/8" = 1'-0"
SEATS NOT SHOWN AT RIGHT SIDE OF STAND



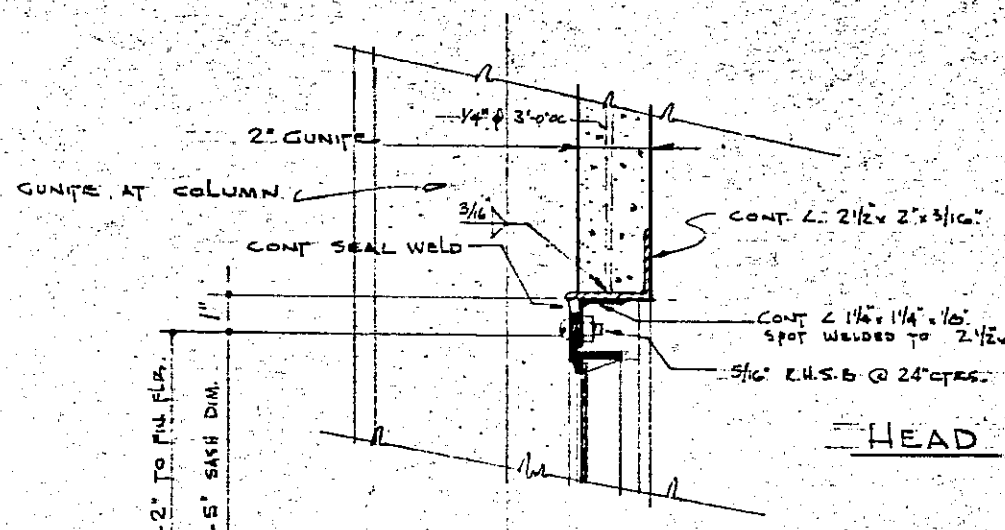
GROUND FLOOR PLAN
SCALE: 1/8" = 1'-0"



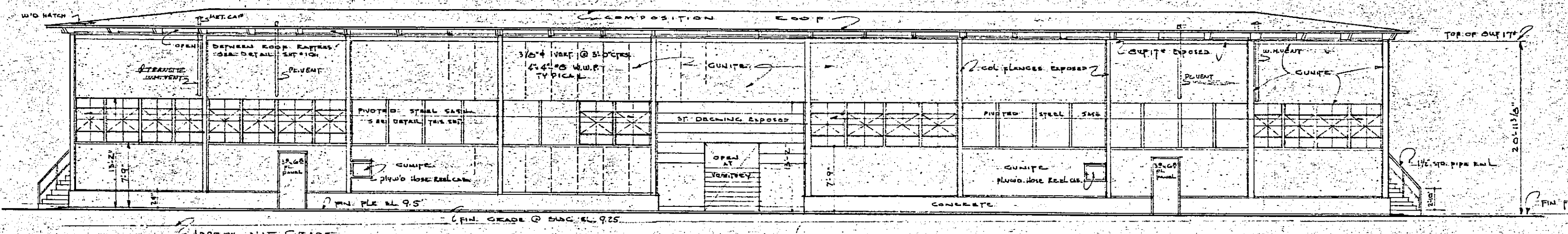
SOUTH END ELEVATION
SCALE: 1/8" = 1'-0"



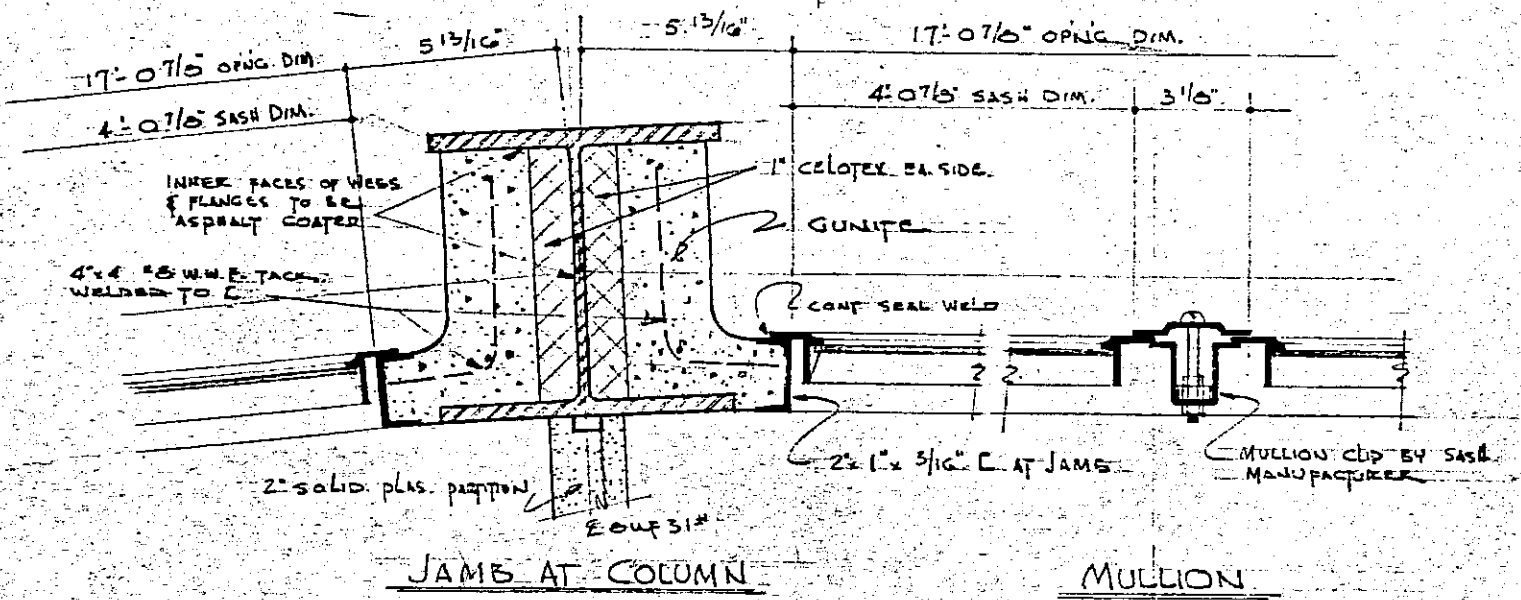
FIELD ELEVATION
SCALE: 1/8" = 1'-0"
NOTE: SCALE NOT SHOWN - SEE SET FOR DETAIL
FLOOR LIGHT FIXTURES SHOWN



HEAD

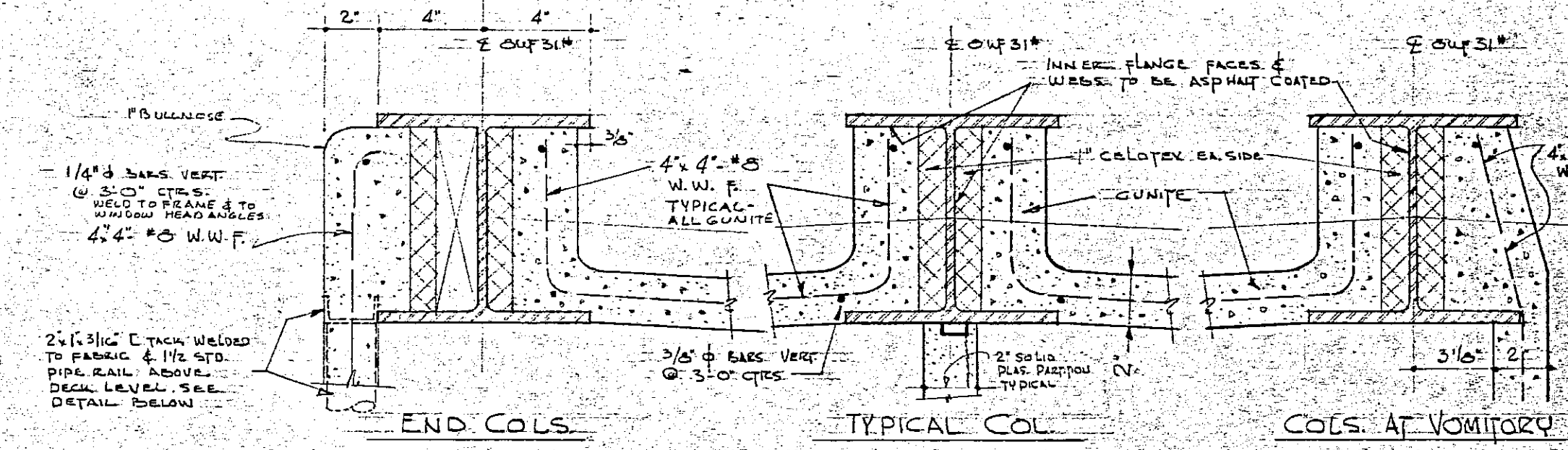


NORTHWEST ELEVATION
SCALE: 1/8" = 1'-0"



JAMB AT COLUMN

MULLION

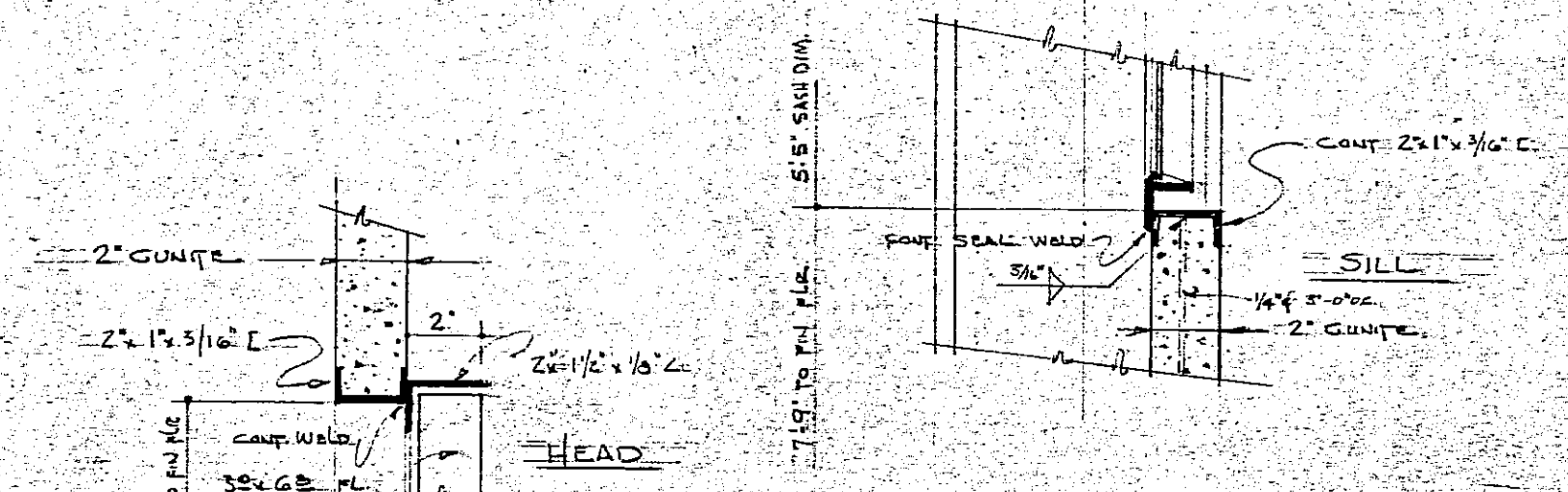


END COLS.
Cols. No. A-2 & A-11

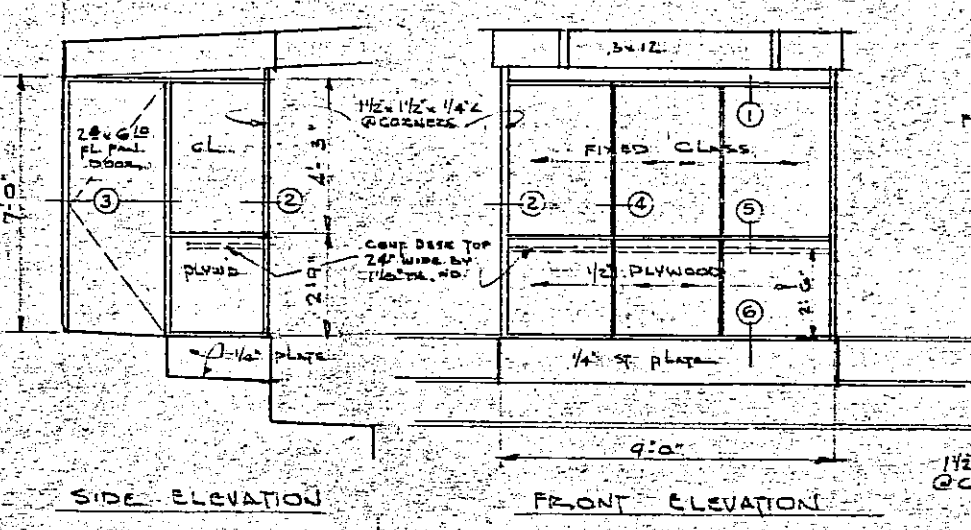
TYPICAL COL.
Cols. No. A-3, 4, 5, 8, 9, 10

COLS. AT VOMITORY
Cols. No. A-6 & A-7

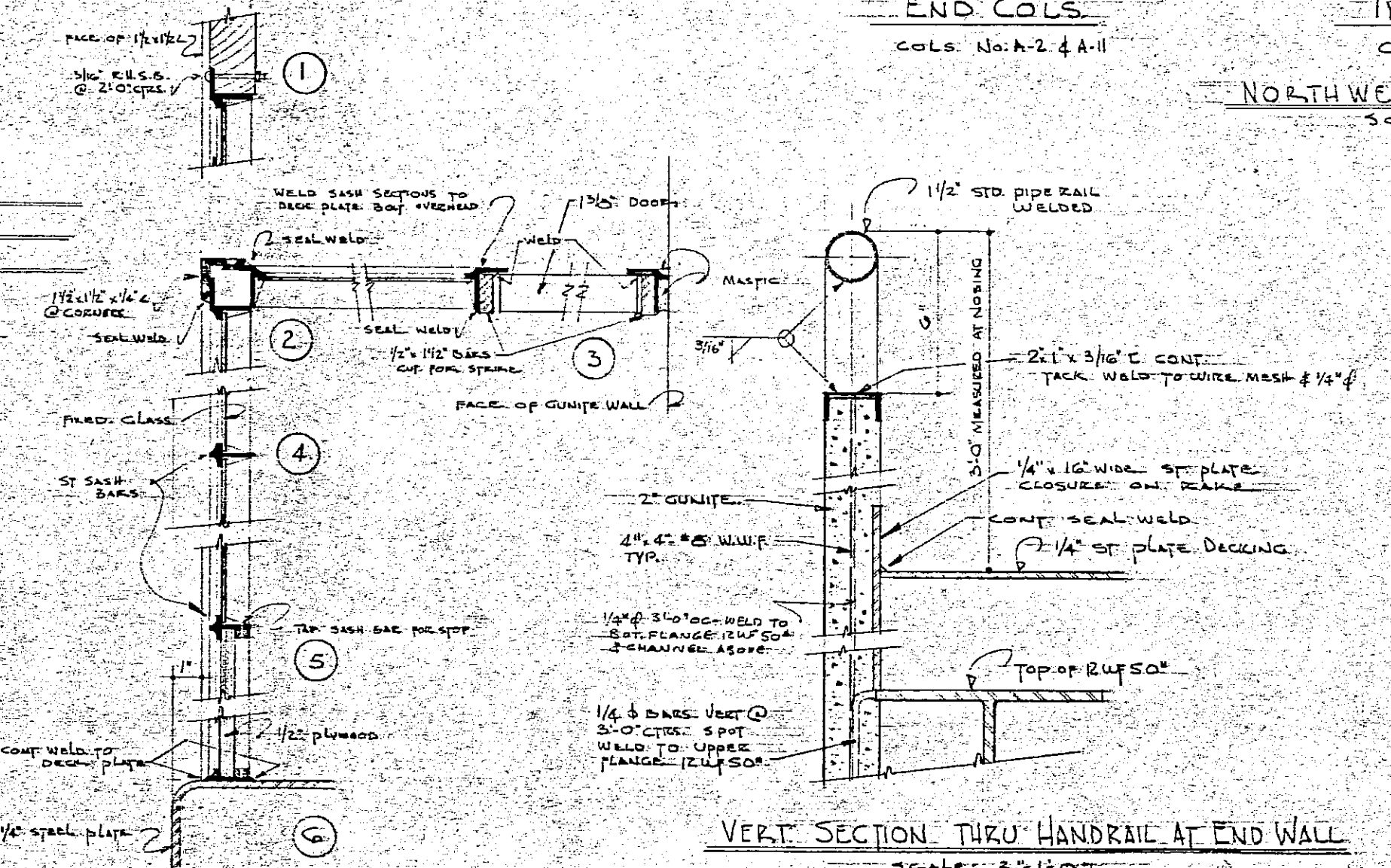
NORTHWEST WALL COLUMN DETAILS
SCALE: 3/8" = 1'-0"



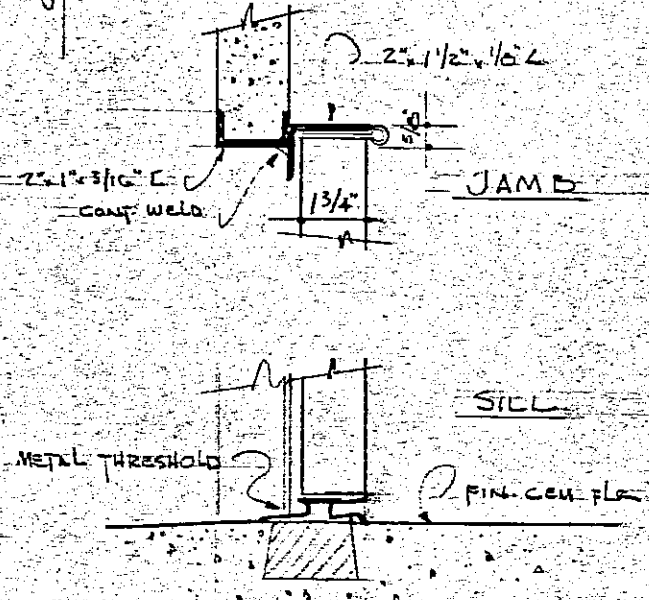
STEEL SASH DETAILS
SCALE: 3/8" = 1'-0"



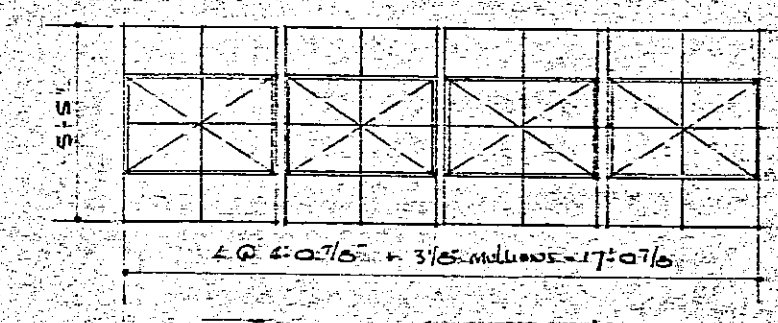
PRESS BOX DETAILS
SCALE: AS NOTED



VERT. SECTION THRU HANDRAIL AT END WALL
SCALE: 3/8" = 1'-0"



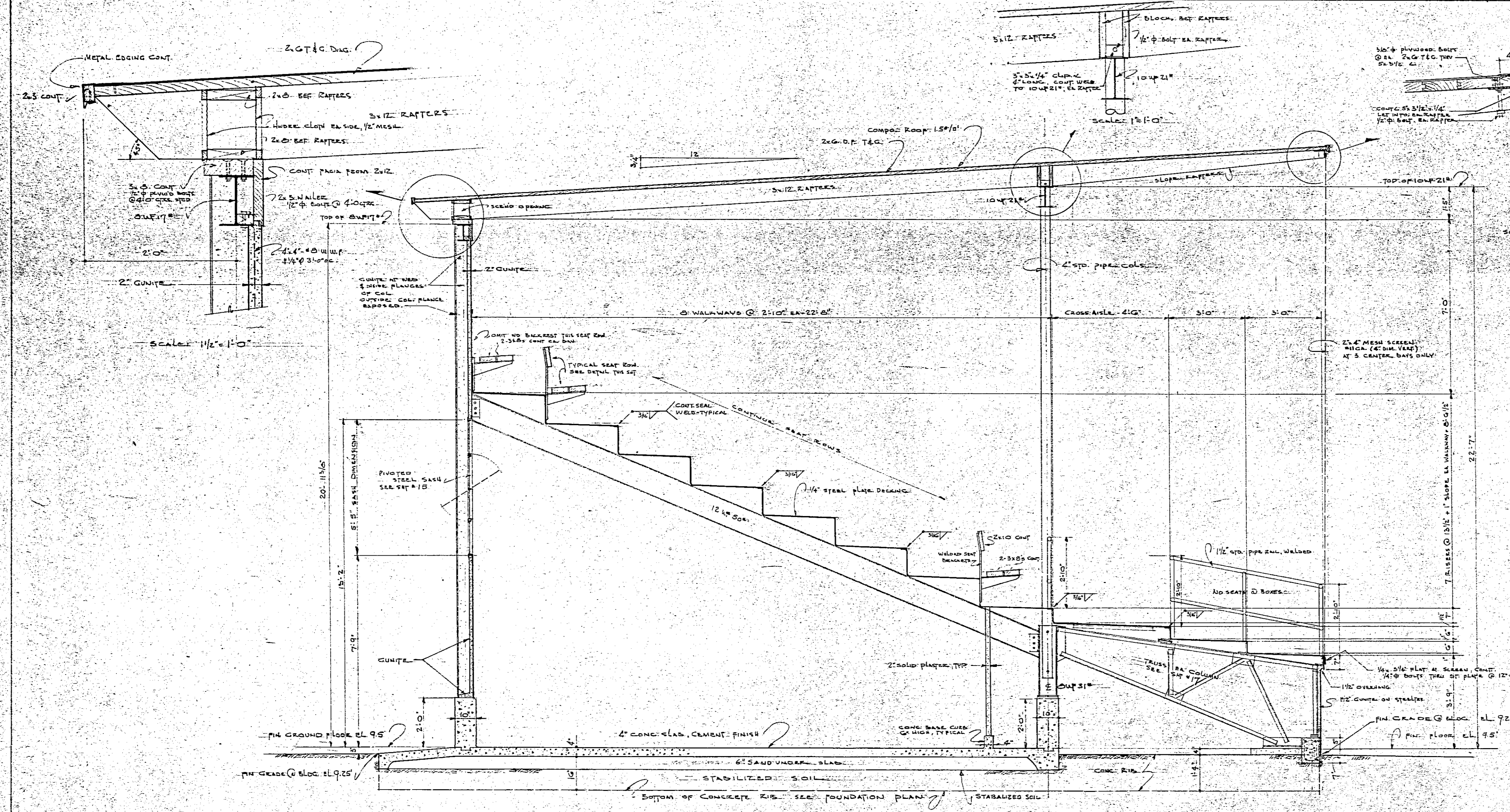
EXTERIOR TOILET RM. DOOR DETAIL
SCALE: 3/8" = 1'-0"



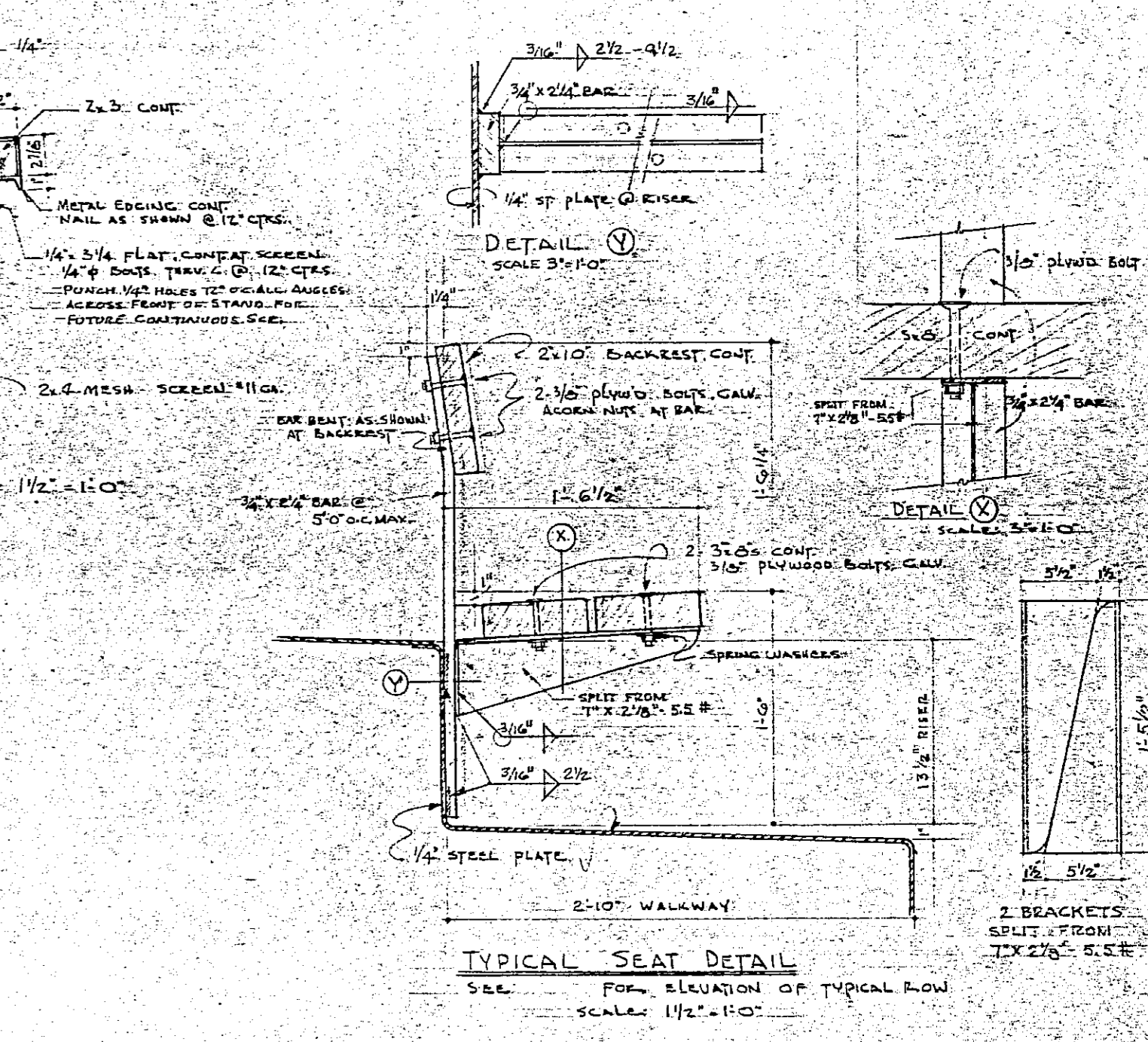
TYPICAL SASH RUN
ALL SASH 40 7/8" x 55"

GUMITE NOTES:
ALL GUMITE WALLS EXPOSED 2 SIDES. 2" FURNISH PLYWOOD GUMITE WALLS EXPOSED ONE SIDE. 1/2" INS. STEELTEX INSUL. 3" WALLS - 1/2" TO 1" TO 1" AT 48" ON WALLS. 1/2" WALLS - 1/2" TO 1" TO 1" AT 48" ON WALLS. 1/2" WALLS - 1/2" TO 1" TO 1" AT 48" ON WALLS. 1/2" WALLS - 1/2" TO 1" TO 1" AT 48" ON WALLS.

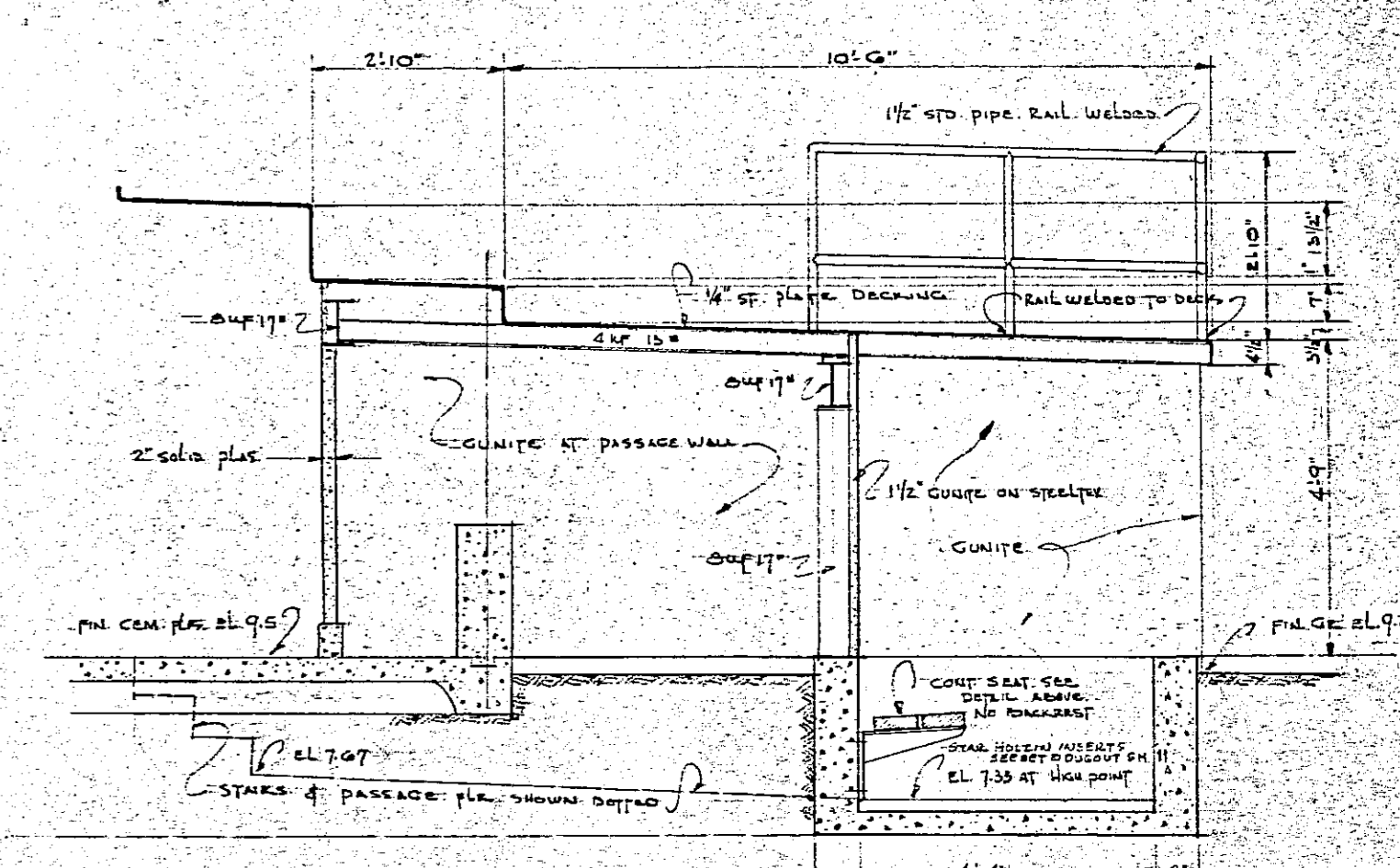
ALBERT FIELD A MUNICIPAL RECREATION CENTER FOR THE CITY OF SAN RAFAEL MARIN COUNTY, CALIFORNIA	Joseph Escherick JOSEPH ESCHERICK - ARCHITECT 442 POST ST., SAN FRANCISCO 2 - YUkon 6-2989 WALTER STILBERG CONSULTING ARCHITECT 1 ORCHARD LANE BERKELEY TH 3-1763	MAIN STAND ELEVATIONS DATE: CALC. 49 SHEET # 15 OF 19
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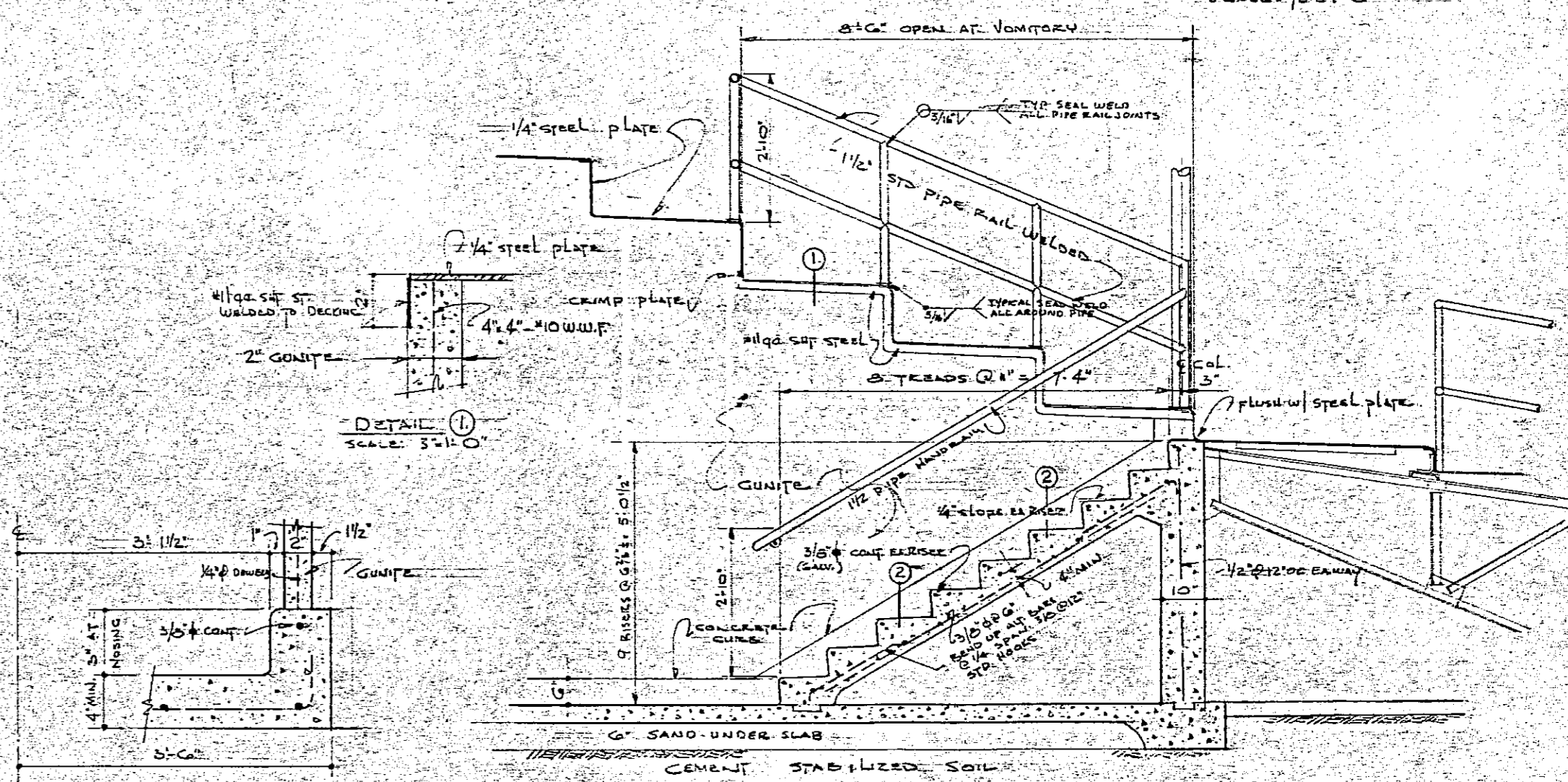
TYPICAL SECTION THRU STAND
SCALE: 1/2" = 1'-0"



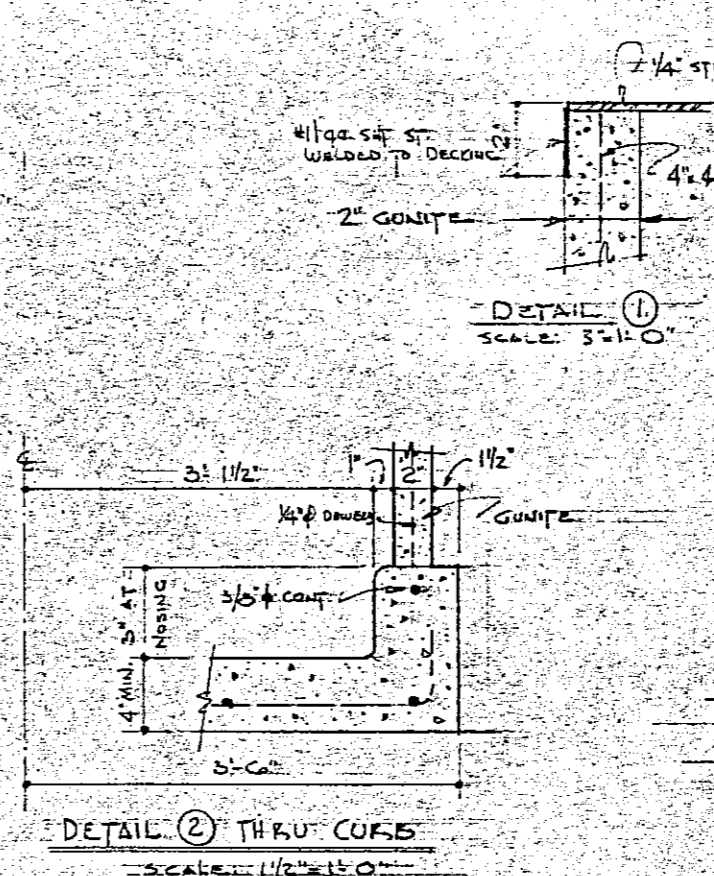
TYPICAL SEAT DETAIL
SCALE: 1/2" = 1'-0"



SECTION AT DUGOUT
SCALE: 1/2" = 1'-0"



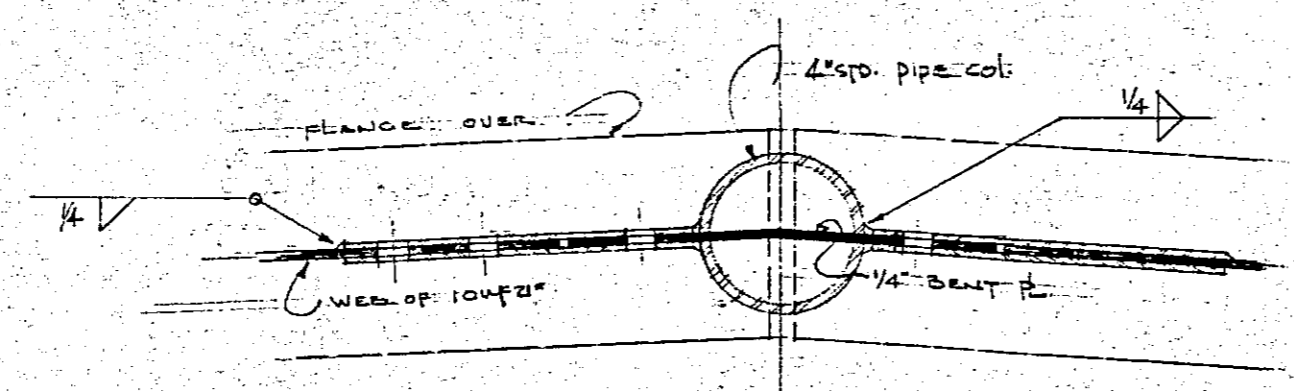
SECTION AT VOMITORY
SCALE: 1/2" = 1'-0"



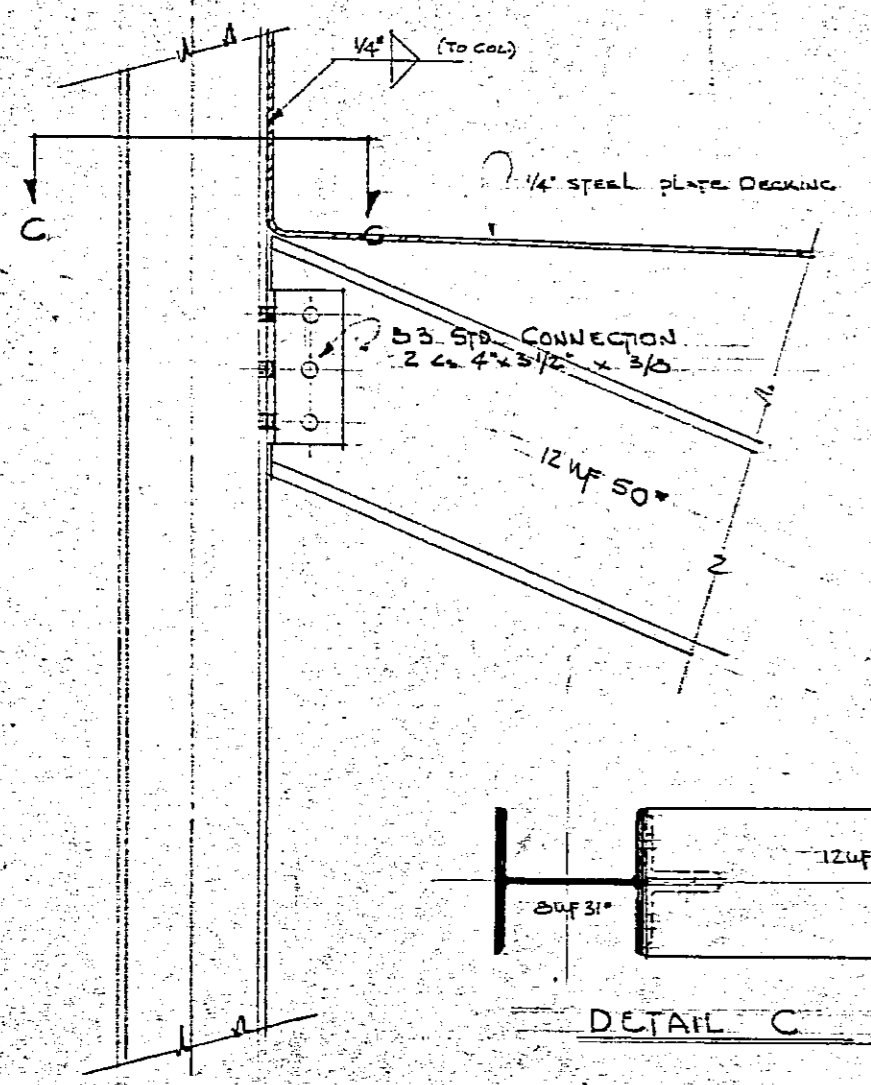
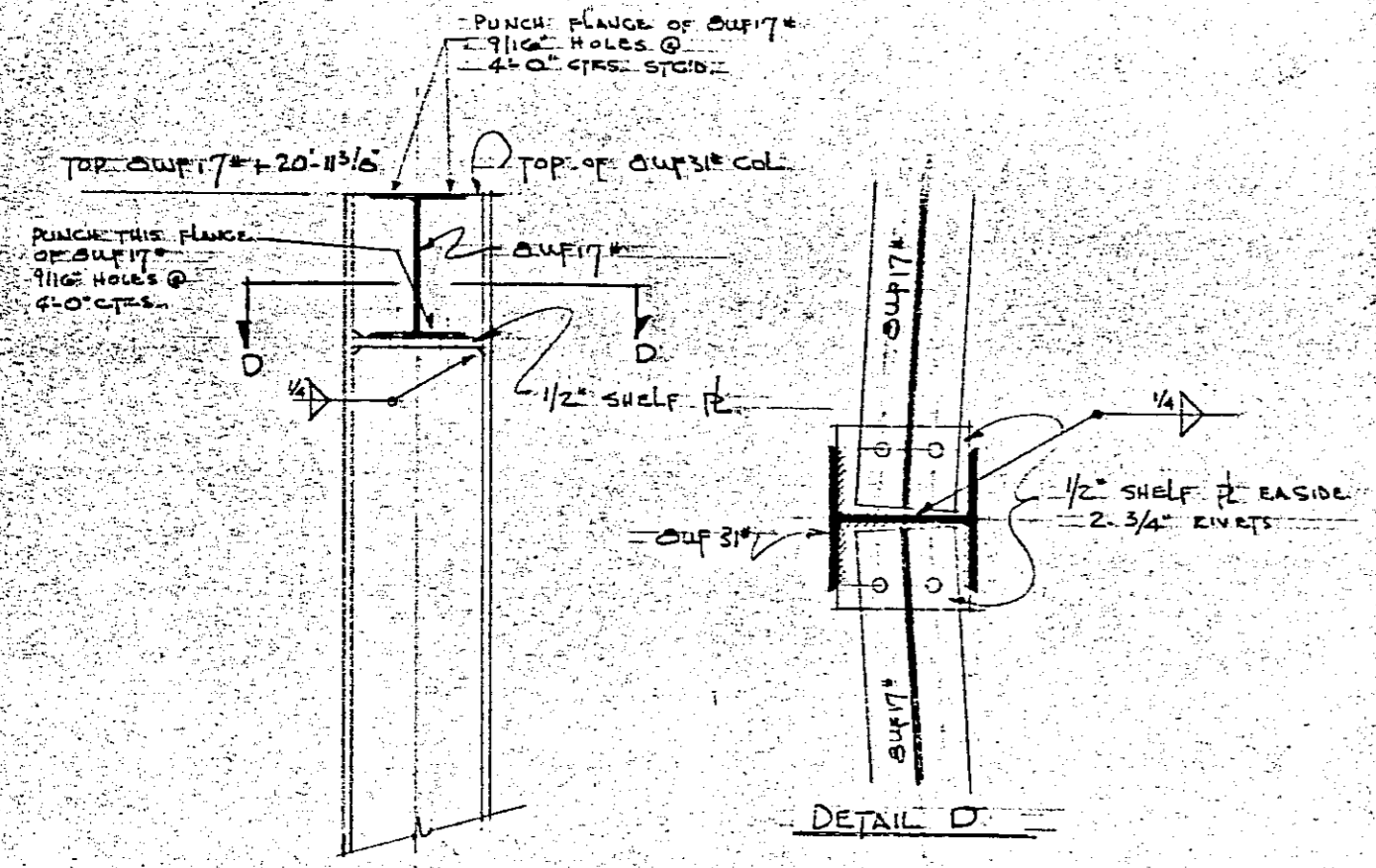
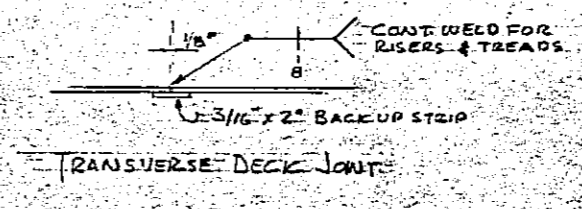
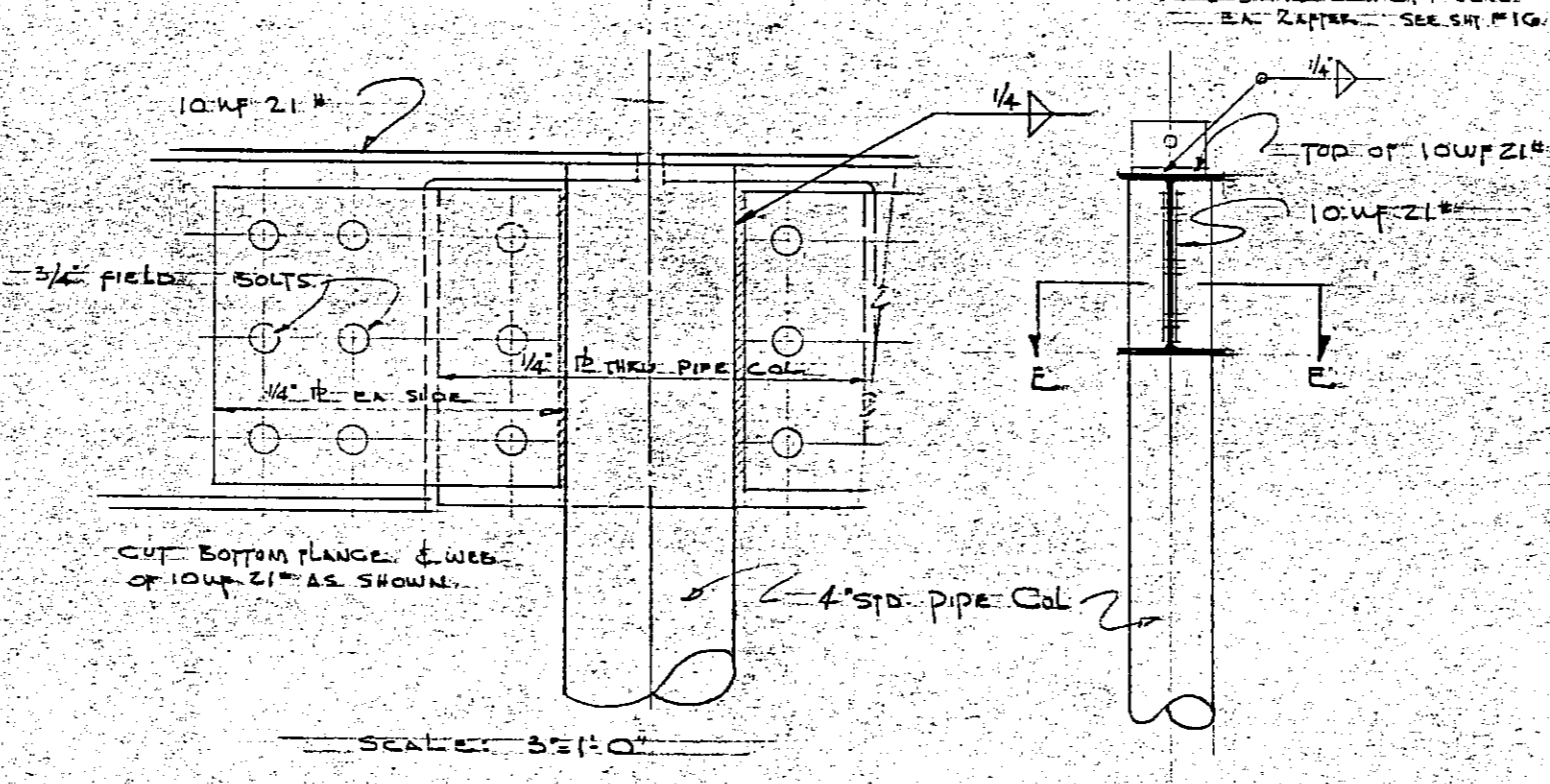
DETAIL 1 THRU CORNICE
SCALE: 3/4" = 1'-0"

GENERAL NOTES

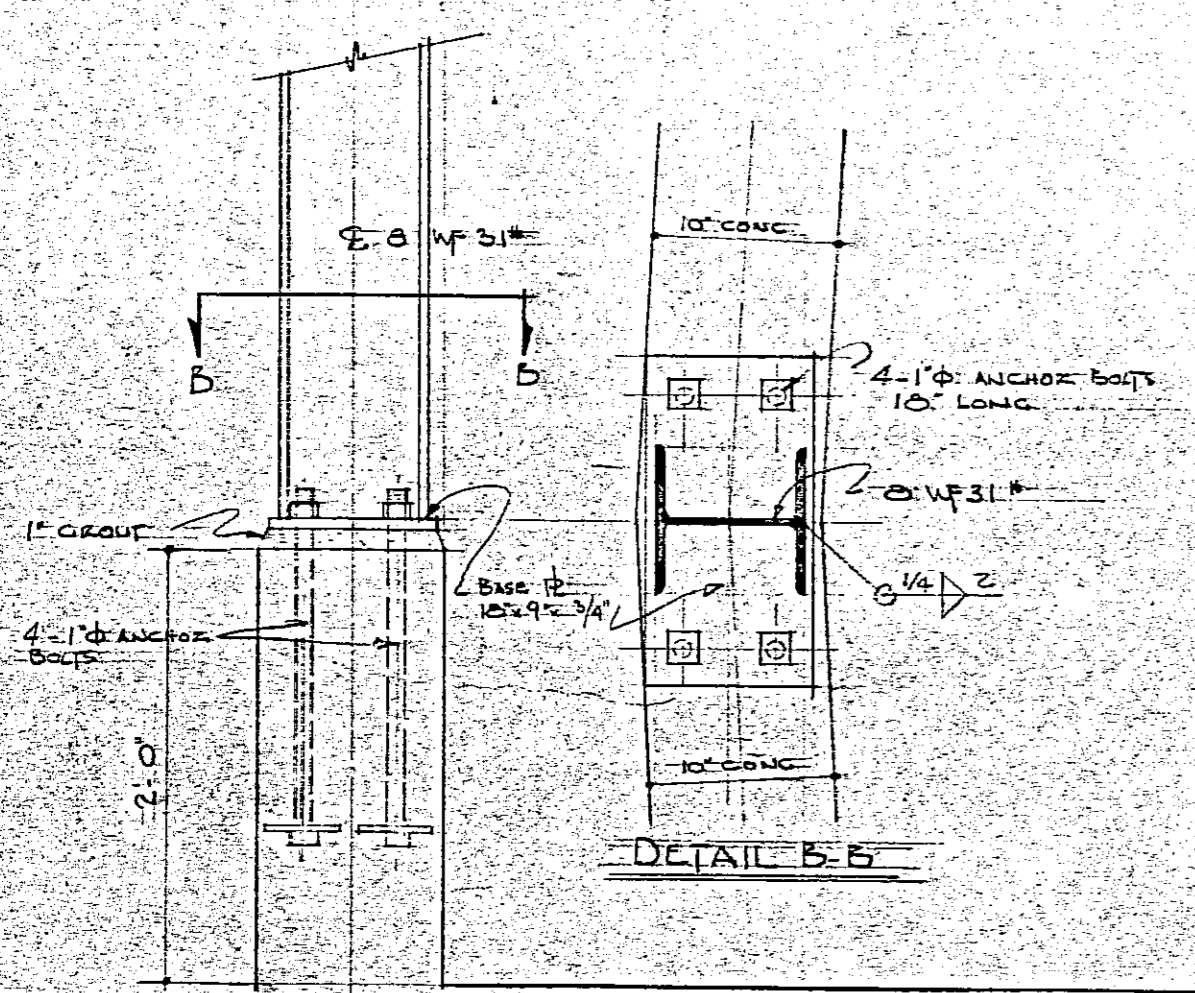
1. ALL CONNECTIONS TO BE MADE WITH:
 - a. 5/8" FIVETS - 15/16" HOLES
 - b. 5/8" TURN BOLTS - REAMED HOLES 13/16"
 - c. 3/4" DASHLEET BOLTS - REAMED HOLES 13/16"
2. ADDITIONAL TIES MAY BE PROVIDED AS ERECTION FACILITIES FOR TRUSSING TEMPORARY BRACING, ETC. PROVIDED SUCH TIES DO NOT WEAKEN STRUCTURE OR GET IN THE WAY.
3. THE CONTRACTOR SHALL SUBMIT FOR APPROVAL TO THE ARCHITECT 3 COMPLETE SETS OF SHOP DRAWINGS FOR APPROVAL.
4. THE DECK PLATES TO BE FIELD BOLTED TO BEAMS.
5. TRANSVERSE AND LONGITUDINAL JOINTS IN DECK PLATES TO BE FIELD WELDED, CONT 3/16" SEAL WELD.



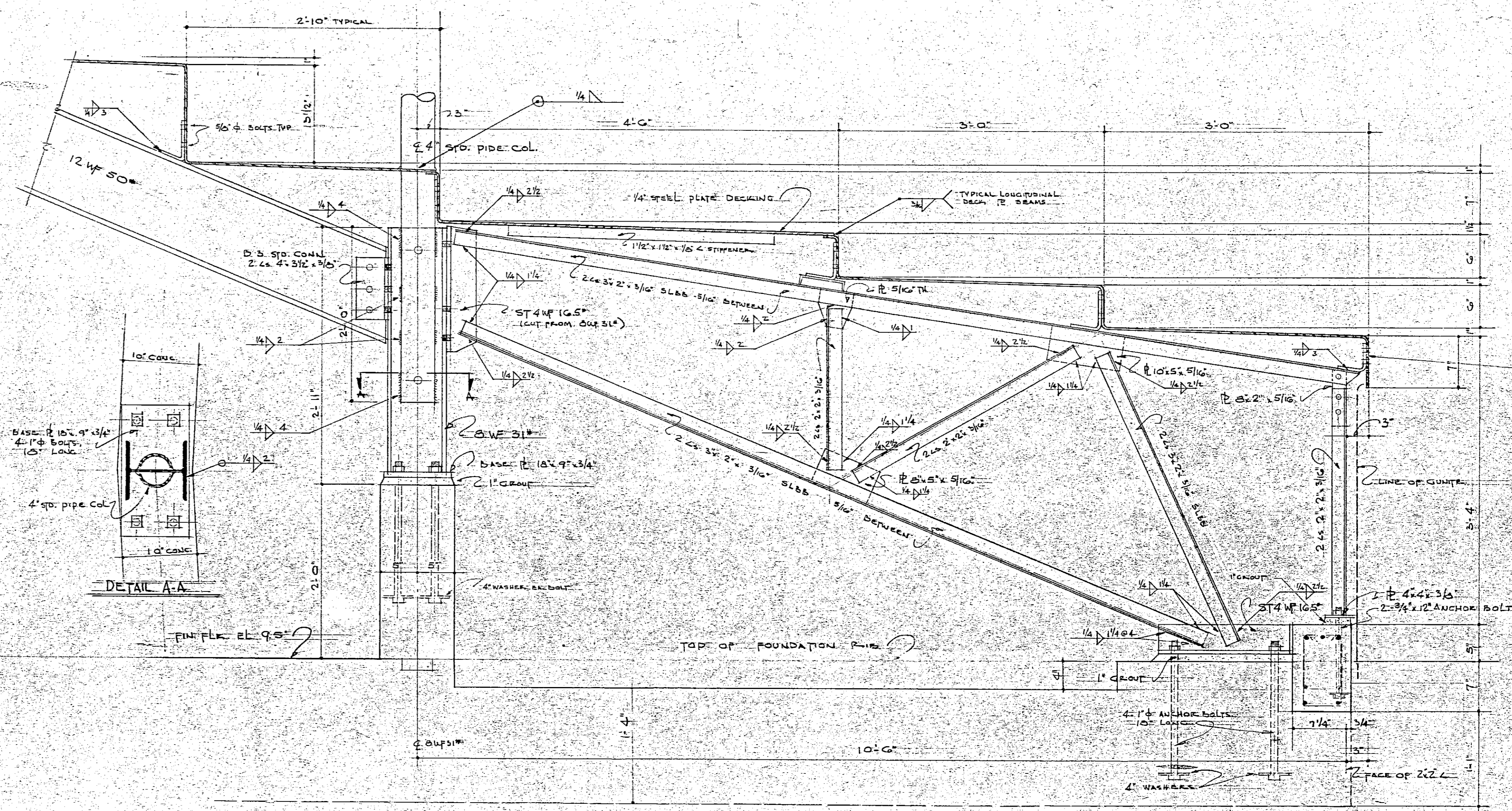
DETAIL E-E



DETAIL C

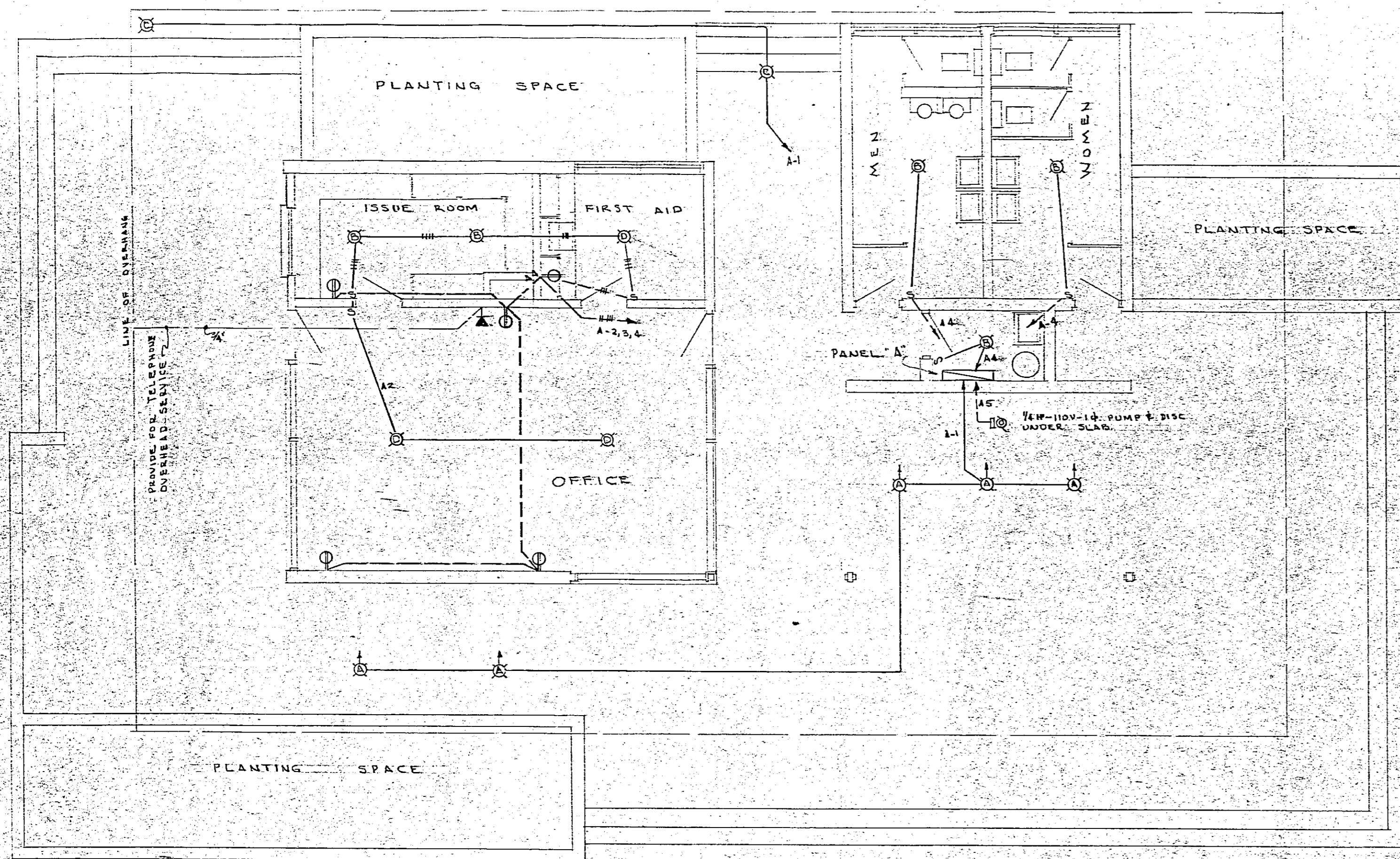


DETAIL B-B



FRAMING DETAILS
SCALE: 1/2" = 1'-0" UNLESS OTHERWISE NOTED

ALBERT FIELD A MUNICIPAL RECREATION CENTER FOR THE CITY OF SAN RAFAEL MARIN COUNTY CALIFORNIA	<i>Joseph Esherick</i> JOSEPH ESHERICK - ARCHITECT 442 POST ST. SAN FRANCISCO 2-YUkon 6-2889	MAIN STAND FRAMING DETAILS	DATE 16 AUG 49
	WALTER T. STEILBERG CONSULTING ARCHITECT 14 ORCHARD LANE BERKELEY TH 31763	SHEET # 17	OF 19
	FIN. FLR. EL. 9.5'		1/2" = 1'-0"
	TOP OF FOUNDATION FIN.		10'-0"



ADMINISTRATION BUILDING
SCALE: 1/4" = 1' - 0"

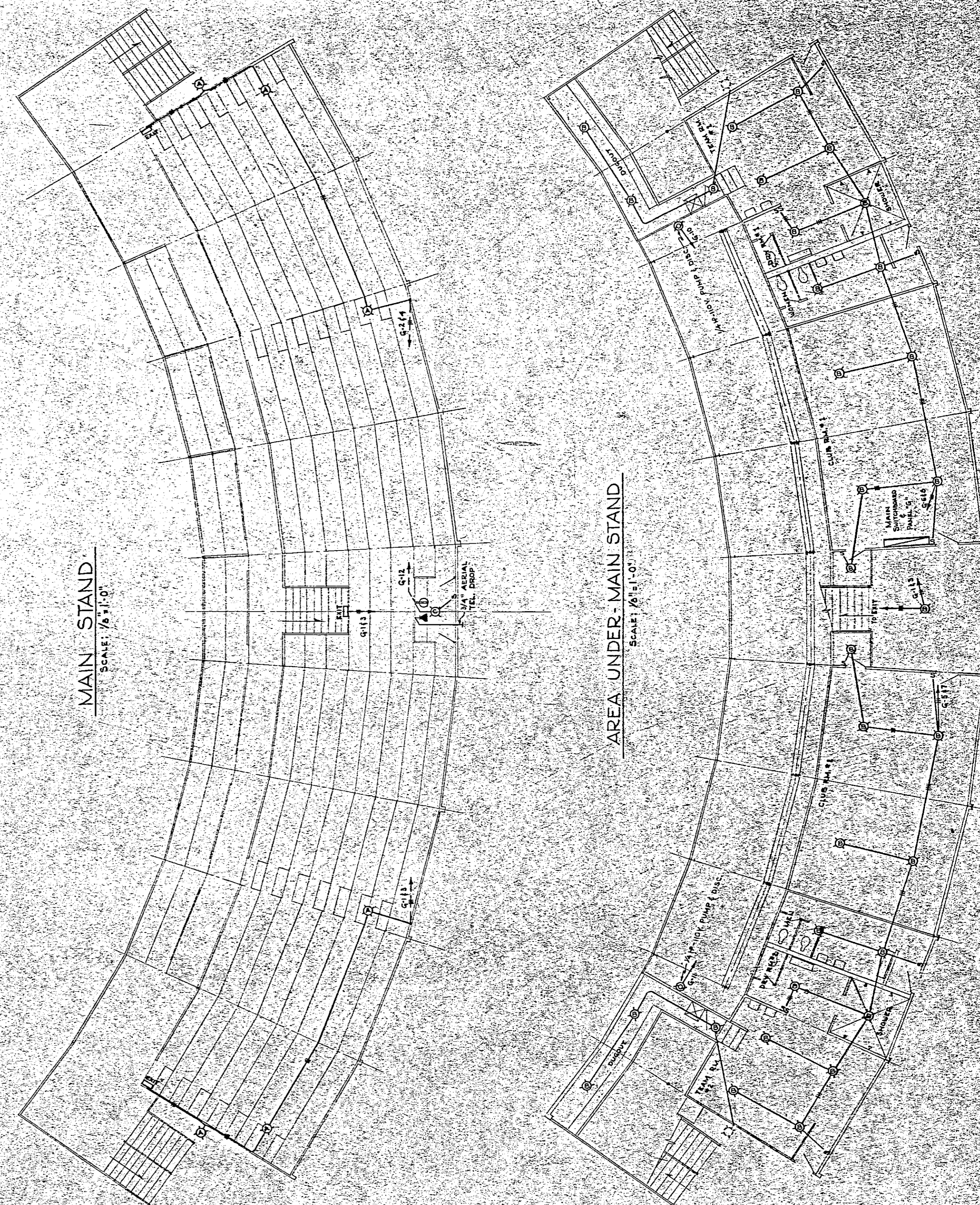
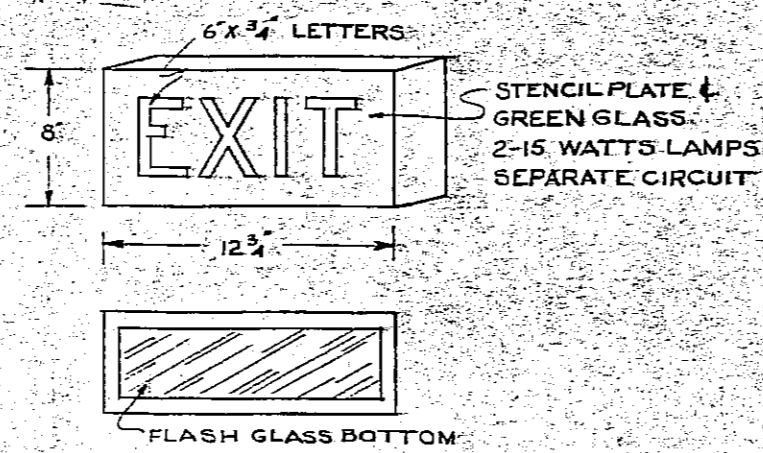
SYMBOLS

- ⊗ CEILING OUTLET & FIXTURE - LETTER INDICATES FIXTURE TYPE
 - ⊕ BRACKET OUTLET & FIXTURE
 - ⊙ DUPLEX CONVENIENCE RECEPTACLE - HUBBELL #7595-I AND IVORY PLATE
 - ⊖ LOGAL FLUSH SWITCH - HUBBELL #9861-I AND PLATE
 - ⊙ TELEPHONE OUTLET
 - ⊙ MOTOR OUTLET AS NOTED
 - EXIT LIGHT - SEE DETAIL
 - BRANCH CIRCUIT AT OR IN CEILING - CROSSMARKS INDICATE THE NUMBER OF CONDUCTORS WHEN MORE THAN TWO
 - BRANCH CIRCUIT IN OR UNDER FLOOR
 - CONTINUE TO PANELBOARD & CONNECT TO CIRCUIT INDICATED
- NOTE: 1. WIRING METHOD, RIGID OR E.M.T. MIN. WIRE SIZE #12
2. FINAL LOCATION OF ALL OUTLETS TO BE AS DIRECTED BY THE ARCHITECT AT THE TIME OF INSTALLATION

FIXTURE SCHEDULE

TYPE	WATTS	DESCRIPTION
A	150	3' x 3' # 500 WITH PAR. FLOOD LIGHT
B	100	PORCELAIN LAMP RECEPTACLE & 100 WATT LAMP
C	150	PORCELAIN LAMP RECEPTACLE & PAR. FLOOD LAMP
D	300	KURT VERSEN "DRAGO-CO" WITH 300 WATT SILVER BOWL LAMP
E	100	SMOOT-HOLMAN VAPOR PROOF "GLO-BRITE" UNIT

NOTE: ALL FIXTURES TO BE COMPLETE & WITH LAMPS



Attachment 4 – Standard Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

FOR _____

This Agreement is made and entered into this ____ day of _____, 20____, by and between the CITY OF SAN RAFAEL (hereinafter "**CITY**"), and _____ (hereinafter "**CONTRACTOR**").

RECITALS

WHEREAS, _____; and

WHEREAS, _____;

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **PROJECT COORDINATION.**

A. **CITY’S Project Manager.** The _____ is hereby designated the PROJECT MANAGER for the **CITY**, and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. **CONTRACTOR’S Project Director.** **CONTRACTOR** shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for **CONTRACTOR**. _____ is hereby designated as the PROJECT DIRECTOR for **CONTRACTOR**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR, for any reason, the **CONTRACTOR** shall notify the **CITY** within ten (10) business days of the substitution.

2. **DUTIES OF CONTRACTOR.**

CONTRACTOR shall perform the duties and/or provide services as follows:

3. **DUTIES OF CITY.**

CITY shall pay the compensation as provided in Paragraph 4, and perform the duties as follows:

4. COMPENSATION.

For the full performance of the services described herein by **CONTRACTOR**, **CITY** shall pay **CONTRACTOR** as follows:

Payment will be made monthly upon receipt by **PROJECT MANAGER** of itemized invoices submitted by **CONTRACTOR**.

5. TERM OF AGREEMENT.

The term of this Agreement shall be for (____) year(s) commencing on _____ and ending on _____. Upon mutual agreement of the parties, and subject to the approval of the City Manager the term of this Agreement may be extended for an additional period of up to (____) year(s).

6. TERMINATION.

A. **Discretionary.** Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. **Return of Documents.** Upon termination, any and all **CITY** documents or materials provided to **CONTRACTOR** and any and all of **CONTRACTOR's** documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to **CITY** as soon as possible, but not later than thirty (30) days after termination.

7. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by the **CONTRACTOR** in connection with the performance of its duties under this Agreement, shall be the sole property of **CITY**. **CITY** may use said property for any purpose, including projects not contemplated by this Agreement.

8. INSPECTION AND AUDIT.

Upon reasonable notice, **CONTRACTOR** shall make available to **CITY**, or its agent, for inspection and audit, all documents and materials maintained by **CONTRACTOR** in connection with its performance of its duties under this Agreement. **CONTRACTOR** shall fully cooperate with **CITY** or its agent in any such audit or inspection.

9. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

10. INSURANCE.

A. **Scope of Coverage.** During the term of this Agreement, **CONTRACTOR** shall maintain, at no expense to **CITY**, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) dollars per occurrence.

3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the **CONTRACTOR's** performance of services under this Agreement. Where **CONTRACTOR** is a professional not required to have a professional license, **CITY** reserves the right to require **CONTRACTOR** to provide professional liability insurance pursuant to this section.

4. If it employs any person, **CONTRACTOR** shall maintain worker's compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. **CONTRACTOR's** worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against **CITY**.

B. **Other Insurance Requirements.** The insurance coverage required of the **CONTRACTOR** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall be specifically endorsed to include the **CITY**, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed

operations) under the policies.

2. The additional insured coverage under **CONTRACTOR'S** insurance policies shall be "primary and non contributory" with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONTRACTOR'S** policies shall be at least as broad as ISO form CG20 01 04 13.

3. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Agreement, **CONTRACTOR** hereby grants to **CITY** a waiver of any right to subrogation which any insurer of **CONTRACTOR** may acquire against **CITY** by virtue of the payment of any loss under such insurance. **CONTRACTOR** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **CITY** has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.

7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **CITY** (if agreed to in a written contract or agreement) before **CITY'S** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **CITY** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **CONTRACTOR** under this agreement.

C. **Deductibles and SIR's.** Any deductibles or self-insured retentions in **CONTRACTOR's** insurance policies must be declared to and approved by the **PROJECT MANAGER** and City Attorney, and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **CITY** or other additional insured party. At **CITY's** option, the deductibles or self-insured retentions with respect to **CITY** shall be reduced or eliminated to

CITY's satisfaction, or **CONTRACTOR** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. **Proof of Insurance.** **CONTRACTOR** shall provide to the PROJECT MANAGER or **CITY'S** City Attorney all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **CITY** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **CONTRACTOR**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by PROJECT MANAGER and the City Attorney.

11. INDEMNIFICATION.

A. Except as otherwise provided in Paragraph B., **CONTRACTOR** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **CITY**, and hold harmless **CITY**, its officers, agents, employees and volunteers (collectively, the "**City Indemnitees**"), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively "**CLAIMS**"), arising out of **CONTRACTOR'S** performance of its obligations or conduct of its operations under this Agreement. The **CONTRACTOR's** obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the **CONTRACTOR's** indemnification obligation shall be reduced in proportion to the **City Indemnitees'** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the **CONTRACTOR's** work or work product by the **CITY** or any of its directors, officers or employees shall not relieve or reduce the **CONTRACTOR's** indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONTRACTOR'S** performance of or operations under this Agreement, **CONTRACTOR** shall provide a defense to the **City Indemnitees** or at **CITY'S** option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

B. Where the services to be provided by **CONTRACTOR** under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, then, to the extent permitted by law including without limitation, Civil Code sections 2782, 2782.6 and 2782.8, **CONTRACTOR** shall indemnify and hold harmless the **CITY** and its officers, officials, and employees (collectively **City Indemnitees**) from and against damages, liabilities or costs (including incidental damages. Court costs, reasonable attorney's fees as may be determined by the Court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence, recklessness, or willful misconduct of **CONTRACTOR**, or any subconsultants, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are legally liable (collectively Liabilities). Such obligation to hold harmless and indemnify any indemnity shall not

apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such City Indemnitee.

C. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

12. NONDISCRIMINATION.

CONTRACTOR shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

13. COMPLIANCE WITH ALL LAWS.

CONTRACTOR shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. **CONTRACTOR** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONTRACTOR** shall release, defend, indemnify and hold harmless **CITY**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

14. NO THIRD PARTY BENEFICIARIES.

CITY and **CONTRACTOR** do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

15. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

TO **CITY**'s Project Manager:

City of San Rafael
1400 Fifth Avenue
P.O. Box 151560
San Rafael, CA 94915-1560

TO **CONTRACTOR**'s Project Director:

16. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONTRACTOR**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **CITY**. **CONTRACTOR** and **CITY** expressly intend and agree that the status of **CONTRACTOR**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **CITY**.

17. ENTIRE AGREEMENT -- AMENDMENTS.

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONTRACTOR** and the **CITY**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONTRACTOR** and the **CITY**.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

18. SET-OFF AGAINST DEBTS.

CONTRACTOR agrees that **CITY** may deduct from any payment due to **CONTRACTOR** under this Agreement, any monies which **CONTRACTOR** owes **CITY** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

19. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation

by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

20. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

21. CITY BUSINESS LICENSE / OTHER TAXES.

CONTRACTOR shall obtain and maintain during the duration of this Agreement, a **CITY** business license as required by the San Rafael Municipal Code **CONTRACTOR** shall pay any and all state and federal taxes and any other applicable taxes. **CITY** shall not be required to pay for any work performed under this Agreement, until **CONTRACTOR** has provided **CITY** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

22. SURVIVAL OF TERMS.

Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled, and shall apply to both Parties' respective successors and assigns.

23. APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

24. COUNTERPARTS AND ELECTRONIC SIGNATURE.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

CITY OF SAN RAFAEL

CONTRACTOR

JIM SCHUTZ, City Manager

By:_____

Name:_____

Title:_____

ATTEST:

LINDSAY LARA, City Clerk

APPROVED AS TO FORM:

ROBERT F. EPSTEIN, City Attorney

[If Contractor is a corporation, add signature of second corporate officer]

By: _____

Name: _____

Title: _____